

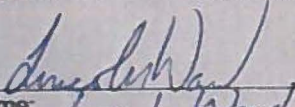
Amendment No. 1
of
Contract No. NA150000146
for
Austin Tennis Center Management Service
between
Lone Star Tennis Company
and the
City of Austin

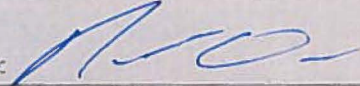
- 1.0 The City hereby exercises this extension option for the subject contract. Effective December 18, 2018 to December 17, 2021. One Thirty-Six Month option remains.
- 2.0 The total contract amount is increased by \$171,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/18/15 – 12/17/18	\$171,000.00	\$171,000.00
Amendment No. 1: Option 1 12/18/18 – 12/17/21	\$171,000.00	\$342,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 
Printed Name: Lincoln Ward
Authorized Representative

Signature:  11-13-18
Matthew Duree, Procurement Manager
City of Austin
Purchasing Office

Lone Star Tennis Company
7800 Johnny Morris Road
Austin, TX 78724

lincolnward@playatctennis.com

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Lone Star Tennis Company
For
Austin Tennis Center Management Services
NA150000146**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Lone Star Tennis Company ("Contractor"), having offices at 1807 Coronado Hills Drive, Austin, Texas 78752.

The City issued a request for proposals, RFP SLW0501 on June 29, 2015, for the management and operations of Austin Tennis Center. On October 1, 2015, Austin City Council authorized negotiation and execution of a contract with Lone Star Tennis Company.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Lincoln Ward, Phone: (512) 769-6684, Email Address: lincolnward@playatctennis.com. The City's Contract Manager for the engagement shall be Lonnie Lyman, Phone: (512) 974-3921, Email Address: Lonnie.Lyman@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

Austin Tennis Center ("Facility") is located at 7800 Johnny Morris Road, Austin, Texas 78724 and includes ten lighted tennis courts, eight lighted Quick Start Courts, and one lighted backboard. The Facility also includes a pro shop, which consists of approximately 300 square feet of retail floor and wall space; restrooms; storage area; and manager's office.

The Contractor shall operate and manage the Facility in a manner consistent with its use as a tennis facility and in accordance with the Operating Policies for Municipal Tennis Centers ("Tennis Policies") and the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. The City's current Tennis Policies, reviewed April 21, 2015, are included as Exhibit A of this Contract are in effect until December 31, 2015. The Contractor shall adhere to the Tennis Policies reviewed on September 16, 2015, beginning January 1, 2016. The City reserves the right to revise the Tennis Policies as needed. In the event that revisions are made, the City will notify the Contractor in writing no later than 30 days prior to the effective date of revised Tennis Policies and will provide revised Tennis Policies electronically to the Contractor. The Contractor shall adhere to any and all revisions of the Tennis Policies upon written notification of revisions from the City's

Contract Manager, unless other arrangements are mutually agreed upon in writing by the Contractor and City's Contract Manager.

2.1 Programming.

2.1.1 The Contractor shall offer tennis and/or tennis-related programming at the Facility. Programming may include but is not limited to group lessons or clinics; private lessons; leagues; cardio tennis workout; drop-in programs; tournaments; camps; junior programming; senior programming; and mixers. Through its programming, the Contractor shall make reasonable efforts to maximize the utilization of Facility courts during hours of operation, and the Contractor shall make programming available for diverse skill levels, ages, and populations. The Contractor shall modify programming to meet customer needs, the City's needs, and/or as demand dictates.

2.1.2 The Contractor shall obtain prior written approval if changes are made to the programming or associated fees approved by the City as described in Exhibit B.

2.1.3 Fees shall be consistent with industry standards and/or tennis facilities in the area; fee increases may not exceed 10% of the Contractor's prior year fees.

2.2 Services, Merchandise, Concessions, and Other Activities.

2.2.1 The Contractor shall provide tennis and/or tennis-related services, merchandise, concessions, or other activities at the Facility. These may include but are not limited to racquet stringing; ball machine rental; tennis equipment, attire or other accessories or merchandise; food, beverages, or other concessions.

2.2.2 The Contractor shall obtain prior written approval if changes are made to the services, merchandise, concessions, and other activities approved by the City in Exhibit B.

2.2.3 Fees shall be consistent with industry standards and/or tennis facilities in the area; fee increases may not exceed 10% of the Contractor's prior year fees.

2.3 Customer Service.

2.3.1 The Contractor shall conduct customer service and sensitivity training for staff and any new hires and will create an open, positive and inviting atmosphere that provides opportunities for new players and opportunities for growing the game of tennis.

2.3.2 The Contractor shall maintain written procedures for resolving customer complaints, which are subject to the approval of the City's Contract Manager.

2.3.3 Customer service and sensitivity training, and the customer complaint resolution process approved by the City are described in the Contractor's Policies and Procedures (Exhibit C).

2.3.4 The Contractor shall conduct quarterly customer service surveys and provide survey results to the City's Contract Manager at quarterly evaluation meetings as described in Section 2.13.

2.4 Marketing, Advertising, and Promotional Activities. The Contractor, at its sole expense, shall make reasonable efforts to market, advertise, and promote the Facility in order to maximize its utilization.

2.4.1 The Contractor shall create and maintain a website to promote and communicate Facility activities and/or other tennis-related information with the community.

2.4.2 Prior to implementing any marketing, advertising, and/or promotional activities, the Contractor shall submit a marketing, advertising, and promotional plan to the City's Contract Manager for approval. The marketing plan approved by the City is described in the Contractor's Policies and Procedures (Exhibit C).

2.5 Operations/Facility Management.

2.5.1 The Contractor shall maintain written documentation describing Facility policies and procedures, which are subject to the City's approval. The policies and procedures approved by the City are included as Exhibit D of this Contract.

2.5.2 The Contractor shall manage court usage, court reservations, and payment of court fees at the Facility according to the Tennis Policies.

2.5.3 The Contractor shall, at minimum, maintain the hours of operation stated in the Tennis Policies. The Contractor may operate the Facility outside of the hours stated in the Tennis Policies with prior written approval from the City's Contract Manager.

2.5.4 The Contractor shall charge court fees in accordance with the Tennis Policies.

2.5.5 The Contractor shall make a minimum of four tennis courts available for lessons and/or clinics weekdays from opening to 6:00 p.m.

2.5.6 The Contractor shall make a minimum of two tennis courts available for lessons and/or clinics after 6:00 p.m. until closing.

2.5.7 The Contractor shall offer patrons a user-friendly online court reservation system.

2.5.8 The Contractor shall ensure that operating hours, programming, services, and fees are posted in a conspicuous location.

2.5.9 The Contractor shall provide all equipment necessary for the operation of the pro shop.

2.5.10 The Contractor shall utilize a computerized cash register system in accordance with Section 2.12.4.

2.5.11 The Contractor shall be responsible for any and all debts incurred by the operation of the Facility.

2.5.12 The Contractor shall allow no liens to be filed against City property.

2.5.13 The Contractor shall report to the City's Contract Manager via email, any incidents or injuries involving Facility patrons within no later than 24 hours after occurrence of the incident or injury. Reporting of incidents or injuries shall adhere to the City of Austin Parks and Recreation Department's Forms S-0011 or S-0012 in Exhibit D.

2.6 Facility Improvements.

2.6.1 Improvements to the Facility will be at the sole expense of the Contractor, and the Contractor shall not make any Facility improvements without the prior written approval of the City's Contract Manager.

2.6.2 At the City's request, the Contractor shall submit a Facility Improvement Plan, describing the type of improvements to be made, and start and end dates for the improvements.

2.6.3 The Contractor shall have the right to remove any personal property from the Facility upon the expiration of the Contract. Any and all fixtures located at the Facility shall remain the property of the City. The term "fixture," means goods that have become so related to particular real property that an interest in them arises under Texas real property law; and the term "personal property," is defined as any type of property that is not real property or a fixture.

2.6.4 The City reserves the right to require the Contractor to restore the Facility to its original condition at the Contractor's expense.

2.7 Facility Maintenance and Repairs.

2.7.1 The Contractor shall maintain clean and free of debris, the fenced-in area and area within 20 feet of the Facility.

2.7.2 The Contractor shall ensure that the Facility is clean and neat in appearance.

2.7.3 The Contractor shall provide all custodial services and supplies for the Facility.

2.7.4 The Contractor shall utilize green or sustainable cleaning products in the sanitation of the restrooms and common areas.

2.7.5 The Contractor shall promote environmental stewardship by developing and maintaining a recycling program at the Facility. The City will provide trash and recycling pick up services and court trash receptacles.

2.7.6 The Contractor shall maintain the tennis courts and Facility in good repair.

2.7.7 The Contractor shall notify the City's Contract Manager of needed repairs or replacement of City equipment beyond routine maintenance within five business days of discovery.

2.7.7.1 The City will replace and repair court nets, windscreens and divider netting.

2.7.7.2 The City will make repairs to the lights, building, courts and fences.

2.8 Facility Management Transition.

2.8.1 Upon termination or expiration of this Contract, and in the event Facility management is transitioned to another party, the Contractor shall work cooperatively with the City and any City-designated third party to transition Facility management.

2.8.2 Upon termination or expiration of this Contract, the Contractor shall remove business venture signage, take down website, and cease any other marketing, advertising, promotional, or other activities requested in writing by the City's Contract Manager.

2.9 Regulatory.

2.9.1 The Contractor shall fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Facility.

2.9.2 The Contractor shall secure any and all licenses, clearances, permits and other certificates necessary to operate the Facility as may be required for Contractor's lawful operation, use, possession and occupancy of the Facility.

2.9.3 The Contractor shall pay the cost of all license and registration fees and renewals thereof.

2.9.4 The Contractor shall display all licenses, permits, and other certificates as necessary, in a conspicuous location at the Facility.

2.10 Health, Safety, and Security.

2.10.1 The Contract Manager shall be certified for CPR (Cardiopulmonary Resuscitation), First Aid and AED (Automated External Defibrillator) training and shall maintain such certification throughout the Contract term. The Contract Manager shall provide proof of certification upon the request of the City's Contract Manager.

2.10.2 The Contractor shall provide automated external defibrillator AED training for all staff and provide training verification to the City's Contract Manager upon request.

2.10.3 The Contractor shall monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost associated for false alarms. Should a loss occur of any nature, the City will not be held responsible for any contents, merchandise or cash on-hand.

2.10.4 The City will provide security service for the building only.

2.11 **Utilities.** The City will pay all utilities (water/waste water, electricity, gas, telephone). The City will provide two telephone lines for the Contractor to conduct business. The Contractor may add telephone or computer lines at its sole expense.

2.12 Court Fee Deposits and Recordkeeping.

2.12.1 The Contractor shall establish and maintain fees collected at the Facility in a separate bank account controlled by the Contractor ("Contractor's Account"). The Contractor shall make weekly deposits of court fees into the City's bank account ("City's Account"). The Contractor shall be liable to the City for all court fees collected until such funds are deposited into the City's Account. The Contractor shall provide to the City's Contract Manager, bank receipts of deposits; a record of court rentals; and cash register reports on a weekly basis. At the City's request, the Contractor may be required to make additional deposits and submit additional reports related to fees collected at the Facility. The City will provide deposit slips for Contractor to deposit all court fees into the City's Account.

2.12.2 The Contractor shall maintain a written cash handling policy, which is subject to the approval of the City's Contract Manager.

2.12.3 The Contractor shall keep and maintain complete and accurate books and records necessary for the fulfillment of Contractor's obligations under this Contract in accordance with generally accepted accounting principles (GAAP) consistently applied and in a form satisfactory to the City throughout the Contract term and for four years after expiration or earlier termination of the Contract. The Contractor shall keep and maintain books and records in sufficient detail to fully and properly document and account for all transactions which relate to the amounts reported to the City.

2.12.4 The Contractor shall utilize a computerized cash register system, which shall record all sales or service transactions by category with all data necessary to provide the City with the information required in this Contract. The computerized cash register system must be equipped with tapes, or similar records, upon which transaction details are imprinted. Beginning and ending sales totalizer counter readings shall be recorded at least once every 24 hours or as frequently as the proprietary system will allow. Additionally, the computerized cash register system must be capable of proving, in a manner satisfactory to the City, that all transactions are recorded.

2.12.5 The Contractor shall provide to the City's Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to Facility income for each year; and/or quarterly sales tax reports no later than 10 business days after written request by the City.

2.13 **Evaluations.** The City will conduct quarterly and annual evaluations of the Contractor's performance. Annual and quarterly time periods are based on the "Contract Year", which begins on November 1 and ends on October 31 of the subsequent year.

The City will evaluate the Contractor's performance based on four categories: revenue, customer service, maximizing court usage, and programming. The Contractor will receive a "pass"/"fail" rating in each of the four categories.

Should the Contractor receive a "fail" rating in one or more categories, the Contractor may be offered the opportunity to make corrections at the discretion of the City's Contract Manager. The Contractor shall make corrections within 30 calendar days after the evaluation is completed. The Contractor shall provide a summary of corrective actions taken; for any corrections that could not be completed, the Contractor shall document reasons for incomplete action in the summary. The City's Contractor Manager, at his discretion, may change the rating from "fail" to "pass".

2.13.1 Revenue. The City will review the Contractor's court fee revenue against a revenue target set forth by the City based on historic court usage at the Facility. To achieve a "pass" rating in this category, the Contractor must meet or exceed the revenue target. The City will establish quarterly revenue targets in November of each year. The annual revenue target ("Annual Target") is \$10,000.

2.13.2 Customer Service. The Contractor shall provide the City's Contract Manager with customer service surveys, copies of any completed surveys, and social media reviews at evaluation meetings. If the City determines that the Contractor has demonstrated reasonable efforts to solicit customer feedback and has demonstrated reasonable efforts to respond satisfactorily to customer feedback and/or complaints, the City's Contract Manager will award the Contractor a "pass" rating in this category.

2.13.3 Maximizing court usage. At evaluation meetings, the Contractor shall provide the City's Contract Manager with daily court reservation sheets and documented efforts and/or plans for marketing the Facility. If the City determines that the Contractor has made reasonable efforts to maximize court usage, the City's Contract Manager will award the Contractor a "pass" rating in this category.

2.13.4 Programming. At evaluation meetings, the Contractor shall provide the City's Contract Manager with documentation on the types/levels and times of programs offered at the Facility; number of participants; responsiveness to customer feedback on programming; any partnerships and/or agreements with third parties, such as local associations, groups or schools; flyers; or other programming information. If the City determines that the Contractor has made reasonable efforts to make programming available for diverse skill levels, ages, and populations and meet the needs of the community, the City's Contract Manager will award the Contractor a "pass" rating in this category.

2.14 **Productivity Award.** The Contractor is eligible to receive a Productivity Award at the end of each Contract Year if, in the annual evaluation, the Contractor has received a "pass" rating in all four categories described in

Section 2.5. The dollar amount of the Productivity Award is based on court fee revenue and will not exceed \$15,000 annually.

The Productivity Award will be half of annual court fee revenue minus the Annual Target of \$10,000.

Scenario 1: For the purposes of clarification only, if annual court fee revenue is \$20,000, then $(20,000 - 10,000) \times 50\% = (10,000) \times 50\% = \$5,000$. Therefore, the Productivity Award is \$5,000.

Scenario 2: For the purposes of clarification only, if annual court fee revenue is \$45,000, then $(45,000 - 10,000) \times 50\% = (35,000) \times 50\% = \$17,500$. The Productivity Award will not exceed \$15,000 annually; therefore, the Productivity Award in this scenario is \$15,000.

2.15 **Prohibited Activities.**

2.15.1 Non-tennis activities at the Facility are prohibited without prior written approval of the City's Contract Manager.

2.15.2 The Contractor shall not install any amusement devices at the Facility without the prior written approval of the City's Contract Manager.

2.15.3 Smoking is prohibited at the Facility. The Contractor shall post no smoking signs and enforce the no smoking policy throughout the Facility.

2.15.4 The Contractor may not use, nor allow any part of the Facility to be used for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Facility.

2.15.5 The Contractor shall not allow any of the following: defacing of the Facility; undue loitering; objectionable language; or outside storage on the property without prior approval from the City's Contract Manager.

2.16 **Deliverables.**

Key deliverables to be provided by the Contractor include:

Deliverable	Timeline (completion date or frequency)	Acceptance Criteria	Contract Reference
Documentation on the types/levels and times of programs offered; number of participants; responsiveness to customer feedback on programming; any partnerships and/or agreements with third parties; or other programming information.	Evaluation meetings	"Pass" rating in evaluation form	2.1
Customer complaint resolution process	When changes are made to approved process in Exhibit C	Written approval	2.3
Customer service surveys, social media reviews and documented efforts to respond and/or resolve customer feedback and/or complaints.	Evaluation meetings	"Pass" rating in evaluation form	2.3, 2.13.2
Marketing plan	When changes are made to approved marketing plan in Exhibit C	Written approval	2.4
Daily court reservation sheets and documented efforts and/or plans for marketing the Facility.	Evaluation meetings	"Pass" rating in evaluation form	2.4, 2.12.1

Policies and procedures	When changes are made to approved Policies and Procedures in Exhibit C	Written approval	2.5
Incident reports	24 hours after incident	Written approval	2.5.13
Facility Improvement Plan	Upon request	Written approval	2.6.2
Repair or equipment replacement request	Five days of discovery	Written approval	2.7.7
Deposit of court fees into City's Account; bank receipts of deposits; record of court rentals; cash register reports	Weekly	Written approval	2.12.1
Cash handling policy	Upon Contract execution	Written approval	2.12.2
IRS Form 1040, Schedule C	10 days after written request	Written approval	2.12.5
Submission of City's CBI forms.	Prior to first day of work at Facility	Written notification from the City of successful CBI	7.2.4

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$171,000 for the initial 36-month term, with two 36-month extension options in an amount not to exceed \$171,000 per extension option for a total Contract amount not to exceed \$513,000 for all fees and expenses. The breakdown of the total Contract amount is described in Sections 3.1.1 and 3.1.2.

3.1.1 The City will pay the Contractor \$3,500 each month for the fulfillment of obligations under this Contract ("Management Fee"). For any partial months, the City will pay a pro-rated Management Fee.

3.1.2 The Contractor may be eligible to receive a Productivity Award up to \$15,000 per Contract Year in addition to the Management Fee.

3.2 **Invoices.**

3.2.1 Invoices shall contain a unique invoice number, the delivery order number and the master agreement number, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address or emailed to the City's Contract Manager:

	City of Austin
Department	Parks and Recreation Department
Attn:	Lonnie Lyman
Address	200 South Lamar Blvd.
City, State, Zip Code	Austin, TX 78704

3.2.2 The Contractor may invoice the City for the Management Fee on the 20th of each month.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract,

including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on January 1, 2016 ("Effective Date"). The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to two additional 36-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits,

and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit E. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will

be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.2.4 *Criminal Background Investigation (CBI)*. The Contractor shall adhere to the Centralized Process for Conducting a Criminal Background Investigation: General Guidelines for Centralized Process ("CBI Process") as set forth by the City's Human Resources Department. The Contractor shall not allow any individual to begin work at the Facility until they have received a successful CBI rating by the City according to the City's CBI Process.

7.3 **Compliance with Health, Safety, and Environmental Regulations**. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event**. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Sandy Brandt, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Lone Star Tennis Company

ATTN: Lincoln Ward, Contract Manager

1807 Coronado Hills Drive

Austin, TX 78752

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good

faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 Subcontractors.

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Living Wages.** The Contractor intends to pay Facility employees no less than the City's current living wage of \$13.03 per hour. Wages paid to Facility employees are subject to provisions under Section 7.5, Right to Audit. In the event that the Contractor is unable to pay its employees at or above \$13.03 per hour, the Contractor shall notify the City's Contract Manager in writing.

7.24 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.27 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

7.30 Order of Precedence. The Contract includes, without limitation, this document and Exhibits; the Solicitation (RFP SLW0501); and the Contractor's proposal. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 7.30.1 this document and Exhibits;
- 7.30.2 Request For Proposals SLW0501 (Attachment 1);
- 7.30.3 the Contractor's proposal (Attachment 2).

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

LONE STAR TENNIS COMPANY

By: [Signature]
Signature

Name: Lincoln Wood
Printed Name

Title: Program Director

Date: 12/16/15

CITY OF AUSTIN

By: [Signature]
Signature

Name: Sandy Wirtanen
Printed Name

Title: Senior Buyer

Date: 12/18/15

List of Exhibits

Exhibit A	Operating Policies for Municipal Tennis Centers reviewed on Operating Policies for Municipal Tennis Centers reviewed 4/21/15; and Operating Policies for Municipal Tennis Centers reviewed 9/16/15
Exhibit B	Austin Tennis Center Programming, Services, Concessions, Merchandise, and Other Activities
Exhibit C	Austin Tennis Center Policies and Procedures
Exhibit D	Incident Report
Exhibit E	Non-Discrimination Certification

List of Attachments

Attachment 1	RFP SLW0501, issued on June 29, 2015
Attachment 2	Lone Star Tennis Company's Proposal dated July 23, 2015



Operating Policies For Municipal Tennis Centers (Reviewed 9/16/2015)

Statement of Purpose

The purpose of the municipal tennis centers is to offer year round tennis play and supervised tennis activities to the community through comprehensive year round programs for all ages. It is our intention to provide the best customer service possible and make the tennis experience at our facilities FUN.

Operation of the Municipal Tennis Centers

Each tennis center will be operated by an independent contractor, Pro Manager, under the contract provisions as stated by the Parks and Recreation Department of the City of Austin. All City ordinances and Parks and Recreation Department policies will pertain to spectators, participants and staff of the tennis centers in the centers or on the premises (outside area).

The Pro Manager will provide sufficient supervision and staff for the operation of the center and the Pro-Manager will be subject to the policies as set forth in the contracts with the Parks and Recreation Department.

The Pro Managers are asked to **maximize court usage during prime-time hours** to fill unplayable gaps. This allows more participants to be able to use the facilities. The Pro Manager will also be responsible for establishing and displaying their program and lesson refund policies. Any refunds in regards to court fees need to be addressed with the Contract Manager of the Parks and Recreation Department.

Court Reservation Sheets or Online Information

Online reservation information and/or courts reservation sheets must be kept for a period of one year. These must be provided upon request from Contract Manager.

Hours of Operation

Caswell, Pharr, South Austin Tennis Centers and Austin Tennis Center

March 15th – October 15th	8:30 A.M. – 10:00 P.M. (7 Days a Week)
October 16th – March 14th	9:00 A.M. – 9:00 P.M. (7 Days a Week)

Austin High Tennis Center

Starting September 1, 2014 the Austin High Tennis Center was converted to a FREE play facility.

Free open court hours on a first come first serve bases:

School Year -	Monday – Friday	5:30 pm – 10:00 pm
	Saturday – Sunday	7:00 am – 10:00 pm
Summer Months -	Seven days a week	7:00 am – 10:00 pm

Courts are available on a first come first serve bases (Please limit play to one (1) hour when others are waiting) No private or group tennis lessons are allowed at any time nor is skateboards, roller blades, bicycles, scooters and other similar items on tennis courts. The lights are available 6 am – 10:00 pm daily and are controlled by timers located on courts. Please Note

Exhibit A

– For a fee, courts may be reserved for league and tournament play. For more information on court usage at this facility please call 512-974-3921.

Exact hours of operation will be posted at each tennis center. Pro Manager may close earlier if there are no more reservations to reduce electricity cost.

***Holidays may have adjusted schedules. Any change in hours will be posted at the centers 2 weeks in advance and will need to be approved by the Contract Manager with PARD.

The City of Austin has a 10:00 p.m. curfew on all park facilities.

Bad Weather Closing

The tennis centers may close during or in the event of inclement weather. The Pro-Manager should have a recorded message explaining the reason for closure to callers and update any social media sites they have. Pro Managers will also need to call or email the PARD Golf and Tennis Office with this information.

Court Fees (All fees subject to City Council approval)

Resident Court Fees - Fees are for 1 ½ hour for singles and 2 hours for doubles

Adult	\$4.00 per person
Senior	\$3.00 per person (62 & over)
Junior	\$2.00 per person (17 & under)

Non-resident Court Fees - Fees are for 1 ½ hour for singles and 2 hours for doubles

\$5.00 per person – No distinction of age.

An Alternate fee may be used when normal time frames cannot be reserved, such as 1 hour from 9 to 10 p.m. or a half hour gap between reservations.

1 hour \$3.00 per person

Court Fees Per Court Per Hour – No distinction of age or number of players per court

Quick Start – 36' courts only	\$3.00
Tournament Rental Fees	\$3.00
League Rental Fees	\$4.00
League Rental Fees (AHTC)	\$3.00

Lesson Court Fees – Per Court Per Hour

Juniors	\$3.00
Adults	\$4.00
Quick Start 36' courts (ATC Only)	\$3.00

Facilities that have Showers

Although the bathrooms may be used by the general public the shower facilities are reserved for the patrons that pay a court fee for court usage.

Payment of Court Fees

- Payment of court fees will be made prior to using the court
- All participants must sign-in with pro shop
- Court fees are payment for the use of a court for the standard reservation period.
- No cash refunds will be made after fees have been rung into the cash register.
- Backboard/practice wall use is free.

Rain Checks

Rain checks can be issued for court fees where players have not been able to play 50% of reserved court time due to inclement weather and is only good at the center where issued.

Reservations for Regular Play

- Reservations are for tennis play only
- Reservations can be made by phone or in person no more than 2 days in advance of the day at Caswell, Pharr, South Austin Tennis Center and Austin Tennis Centers
- Only one reservation may be made per phone call, unless making reservations on multiple days. (Example: On Monday a player calls and reserves a court on Wednesday, using the 2 day in advance rule. If there are courts available they may reserve a court on Monday or Tuesday.)
- Maximum reserved time is 1 ½ hour for singles or 2 hours for doubles. If the court is still available at the end of the reserved time, play may continue at no additional charge on unreserved time
- Pro Managers are asked to maximize court usage to fill unplayable gaps. This allows more participants to be able to use the facilities
- Players must pay another court fee if they are playing again on a reservation (Example: Player plays a singles match and then is involved in a doubles or singles match later that day or evening. Player will need to pay two court fees.)
- Reservations will be accepted on the hour or the half-hour only
- Reservations may be forfeited if not claimed within 15 minutes of reserved time
- Reservations will be taken only during regular hours of operation and will be alternated between phone calls and on site reservation walk-ups
- When only one person uses a court. it will be for one hour only and the charge will be \$4.00.
- Failure to cancel a court reservation may result in the loss of the privilege of advance reservations
- Continued abuse of reservation policies will result in advance payment for advance reservations. Pro Manager must provide the citizen and the Parks and Recreation Department Golf and Tennis Office a written warning on "Reservation Abuse." Any further infractions will result in advance payment for reservations

Tournament Reservations & Policies

Request made at facilities at least 30 days prior to the event – All requests are subject to court availability and approval of the Pro Manager at the facility. Fees are to be paid one week of the invoiced date. Failure to pay within time-frame may result in the privilege of reserving future events.

Exhibit A

- Each tournament must provide a number where participants can call for match times and locations. Centers may give out tournament information if arrangements are made with the Pro Manager of the center.
- Court usage should be coordinated with the Pro Manager 4 days prior to event.
- Match times are to be scheduled to allow reasonable time for completion by scheduled closing times.

Leagues

- League request that use two to five courts may do so by making a written request 30 days in advance to the Pro Manager of each facility. All requests are subject to court availability and approval of the Pro Manager of the facility.
- The league must provide a phone numbers of all persons responsible for scheduling.
- Fees must be paid in FULL with one check 7 days in advance of the starting date of the league. (Four (4) week minimum)
- The Pro Manager of the Center has the right to change league times in order to maximize the use of the courts.
- Make-ups due to inclement weather will be added to the end of the league.
- If the Center is open for business and the players choose not to play, there are NO refunds or make-ups given.
- During cold weather, the Centers will use the “Wind Chill” factor of 35 degrees or below in canceling any leagues or activities.
- At the start of every league match, the captain must sign in at the pro shop to get court assignment.
- A team may schedule a practice on 2 courts, 3 days in advance at all Centers with full payment paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. NO refunds will be given for no-shows.
- Courts may be given away for open play if not claimed within 15 minutes of reservation.
- League matches SHALL be complete in the reserved time. Matches not completed during the allotted time may continue if there is an unreserved court still available. If there is another scheduled match or a court reservation after a league, then the reservation or match takes precedent.

League Inclement Weather Policy

Weekend League Matches

- Weekend League Matches may be rescheduled on Friday evening, Saturday or Sunday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds** will be given for no-shows.

Weekday League Matches

- Weekday Leagues Matches may be rescheduled on any weekday before 5 p.m., Monday – Thursday and all day Friday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds** will be given for no-shows.

Lessons

Each Pro Manager has exclusivity of having programs and lessons at their facilities. Length of instruction, group and individual fee structures and availability of lessons will be determined by the Pro Manager based on demand by the public and guidelines set forth in their contract.

Lesson Courts

- The Pro Manager shall be permitted to give instruction only on their contracted facility.
- The number of courts that a Pro Manager can use at any given times is defined in their contract. However, lesson court usage before 6 p.m. may be increased provided courts are available through slow general public usage and with prior approval from Contract Manager. This will be monitored and adjusted if necessary.
- Organized leagues are not considered part of the “lesson courts.”
- Pro Manager must release lesson courts to the general public by **noon** of that day if no lesson is booked. If they are not released, Pro Manager is responsible for paying court fees on all unreleased courts.
- Austin Tennis Center lesson courts are subject to the scheduled use agreement with AISD. (see below)

Holiday Hours

The tennis centers will be closed for Thanksgiving and Christmas Day. Facilities may have modified hours for other City of Austin Holidays with prior approval from Contract Manager. Notices will be posted at least two weeks in advance of any changes.

A.I.S.D. - High School Request

Request for tournaments and school matches will be made in writing before September 15th each year to the Contract Manager. There are no court fee charges for AISD tournaments or matches.

A.I.S.D. – Middle School Request

Courts are scheduled upon availability and Tournament Court Fees are charged - \$3.00 per court per hour. (Except at ATC – There are no fees for use)

A.I.S.D. – Scheduled Use Agreement for Austin Tennis Center (ATC)

- Exclusive use of five (5) tennis courts for District Middle School tennis practice and instruction Monday through Friday, 4:00 p.m. – 6:00 p.m., beginning the first Monday in March and ending the first Monday in May.
- Exclusive use of eight (8) tennis courts from 4:30 p.m. – 8:30 p.m. for the following District High School tennis events.
 - Fall Dual Matches each Wednesday beginning the first Wednesday in August and ending the last Wednesday in October.
 - Spring Dual Matches each Wednesday beginning the first Wednesday in January and ending the last Wednesday in March.
 - Fall AAAA District Meet (3 days only) during either the 2nd or 3rd week of October

Exhibit A

o Spring AAAA District Meet (3 days only) during either the 1st or 2nd week of April. The District (AISD) will notify the City of the specific days and weeks in October and April that the Fall and Spring AAAA District Meets will be held as soon as such meets are scheduled each year.

College/University Court Usage

Courts are scheduled upon availability and Adult Court Fees are charged - \$4.00 per court per hour

General Policies

- Participants, visitors and spectators use the Tennis Centers at their own risk.
- Shower facilities are for paying patrons only
- Participants, visitors and spectators are expected to behave in an acceptable manner.
- Pro Managers have exclusive teaching rights at the Tennis Centers. Participants may offer instruction to family and friends but if abused or gives an appearance of a paid lesson, participant will be asked to leave the facility and no refunds will be given. Notification of this will be given to the Contract Manager with the City of Austin Parks Department.
- Discipline problems or those who exhibit disruptive behavior, whether participant or spectator, will be asked to leave the premises.
- Alcoholic beverages will not be permitted to be sold at the Tennis Centers at any time.
- If alcohol is provided free for an event, permission must be given by the Austin Parks and Recreation Department and must conform to the regulations of the Texas Alcoholic Beverage Commission. The City of Austin takes no responsibility whatsoever for violations committed by any party.
- Proper tennis shoes must be worn at all times.
- Wheelchair players must have sports tires on chairs.
- Proper tennis etiquette should be observed when using the facility.
- All cell phones and pagers should be in silent mode if they are disturbing other players.
- Place all litter in containers prior to leaving courts.
- Damage to courts or court equipment of the center is a violation of City ordinance and players may be liable.
- Shoes and shirts must be worn in pro shops.
- Neither the City nor the Pro Manager are responsible for items left at Tennis Centers.
- Children eight (8) and under must have direct supervision.
- Pets must be well behaved and on a lease or players will be asked to leave and no refund will be given.

***NOTICE – These Operating Policies will be reviewed on annual bases and any changes will become a part of the Contractors contract.



The City of Austin is committed to compliance with the Americans with Disabilities Act. If you require special assistance for participation in our programs or for use of our facilities, please call (insert phone number).

**AUSTIN TENNIS CENTER
PROGRAMMING, SERVICES, CONCESSIONS, MERCHANDISE, & OTHER ACTIVITIES**

JUNIOR PROGRAMMING

TinyTots (3-6 Year)

Monthly Fee: \$90.00

Weekly 60min Group Clinics Offered Mon-Thurs & Sat

Weekly 30min Private Lessons Offered Mon-Sun

TinyTots Tennis will utilize the Quick Start Tennis Format developed and promoted by the United States Tennis Association. Age appropriate equipment including smaller nets and courts will be utilized for these programs. Our primary goal for TinyTots is to attract players ages 3-6 and their families to the game of tennis. TinyTots will promote "pretennis skills" including hand/eye coordination, spatial awareness, rudimentary swing techniques, and above all else, an experience of tennis as a lot of fun. Tennis equipment such as foam balls, balls suspended from cords and mini nets are used to allow younger players to experience success at their development level. TinyTots includes a structured program designed to move children quickly through the transitional stages of graduated equipment to full court tennis. For best success, this monthly package will consist of four (4), sixty (60) minute, group clinics and four (4), thirty (30) minute, private lessons. We recommend a maximum student to teacher ratio of 6:1, although a higher ratio is not discouraged by the USPTA. The energy and personality of the instructor is central to Little Tennis as it is the teacher's responsibility to make sure every student loves playing tennis. In our experience, we have had an overwhelming success with nearly all of our TinyTots students' skill development and enthusiasm for tennis. While formal data is unavailable, it is our experience that juniors who participate in TinyTots or QuickStart Programs are very likely to stay connected with tennis programs at the same location in the future. In addition, we believe between the ages of 3-8 are the best times to begin because all players tend to share a similar level ability. Expectations and frustrations are lower. An additional benefit of starting early gives a great "head start" on the game, making the development of basic tennis skills less emotionally challenging. We believe that TinyTots is marketable to an enormous segment of the Austin population. It offers a high-quality physical learning activity in a friendly, professional environment. TinyTots is a unique and valuable that is picking up momentum in the United States. We are confident that we can attract, retain, and increase the base of TinyTots customers. This will fuel the success of our intermediate and advanced junior programs as well as adult tennis programming as we will emphasize tennis as a family activity.

USTA 10 And Under Tennis (7-10 Year)

Monthly Fee: \$90.00

Weekly 60min Group Clinics Offered Mon-Thurs& Sat

Weekly 30min Private Lessons Offered Mon-Sun

*Optional to change to 1hr weekly private for an additional \$100.00/month

The teaching staff at Austin Tennis Center will utilize the USTA QuickStart format that has standardized the teaching structure and competition structured throughout the country. USTA-approved equipment, balls, and nets will be used in order to meet the 10 And Under Training Facility guidelines. For best success, this monthly package will consist of four (4), sixty (60) minute, group clinics and four (4), thirty (30) minute, private lessons. We recommend a maximum student to teacher ratio of 6:1, although a higher ratio is not discouraged by the USPTA. In addition to promoting a love for the game of tennis, this group will be introduced to low-key competition through inter facility match play, introductory play

days, team competitions, and tournaments. These events will be utilized to help in the development of each player's technique.

Competitive Tennis (10 & Up)

Monthly Fee: \$140.00

Weekly 60min Group Clinics Offered Mon-Fri

Weekly 60min Private Lessons Offered Mon-Sun

*Option to change to weekly Group Clinics only for \$70/month

This is the intermediate and advance beginner level junior class. It is designated to be the next step for players after graduating from 10&Under Tennis and it is often the entry point for beginning and advanced beginning players of ages 11-17. Competitive Tennis emphasizes the learning of stroke fundamentals, tennis etiquette, score keeping, fitness, and fun. A typical Competitive Tennis session incorporates a warm-up, racquet coordination exercises, stroke instruction, and game play. Facilitated match play is conducted regularly. For best success, this monthly package will consist of four (4), sixty (60) minute, group clinics and four (4), thirty (30) minute, private lessons. Players will be encouraged to join the Austin Tennis Center Team Tennis teams and compete in inter-facility match play as well as local tournaments.

USA Team Tennis League Season

Fee: Free with tuition

Offered Saturdays and Sundays Times Vary

Spring & Fall League

This is a program designed by the United States Tennis Association to promote recreational and competitive league play at the junior level. It is administered by the Capital Area Tennis Association and will promote collaboration between the local community tennis association and Austin Tennis Center. The Junior Development program at Austin Tennis Center will field a variety of teams to participate in league matches both at ATC when court usage is minimal and away as visiting teams. This program is a necessary supplement to the junior development lesson programs.

Junior Development

- Private Lessons- \$50.00-\$65.00/55min
- Junior Development Program Tuition- \$80.00-\$250.00/month
- USA Team Tennis \$100.00 Season
- Co-Op Scholarship Program Scholarship Tuition

ADULT PROGRAMMING

Cardio Tennis

Fee: \$15.00/Session

Offered Seven Days / Week

Obesity and heart disease are prevalent health problems in the US. More and more people are realizing the vital necessity of losing weight and improving their cardiovascular fitness. Cardio Tennis is a group activity designed to provide players of all levels, from total beginner to advanced, a high intensity cardiovascular workout. Cardio Tennis is instructed by a teaching professional. It involves high-energy tennis movements and ball striking exercises that are designed to maintain the heart rate at the optimum calorie-burning zone. It is a more enjoyable and engaging alternative to traditional modes of cardiovascular exercises such as treadmills and stationary bikes. Cardio Tennis is set to fun, upbeat

music that attracts players to participate. Cardio Tennis is a nationally marketed program, which is endorsed by the USPTA and USTA. Cardio Tennis works well with a ratio of 1 instructor to 8 students on a court. The value of Cardio Tennis program coupled with the growing demand for a healthier Austin leads us to believe that there is an enormous potential for growth and expansion of Cardio Tennis. We are confident that many potential customers who otherwise would not play tennis can be drawn to participate in Cardio Tennis.

Adult Novice/Advanced Novice Classes
One Hour per Week (Offered Daily)

Fee: \$60.00/4-Week session

These are entry-level adult classes. They are designed to introduce adults to the game of tennis. Each week participants will focus on a different aspect of the game while participating in simulated point play and low-key competition. The Advanced Novice Class picks up where the Novice Class ends supplementing additional stroke development and technique with basic strategies while building consistency. Upon completion of both courses, players should be able to compete at an NTRP rating of 2.5 or 3.0. The goal of these courses is to introduce new players to the game in a fun and enjoyable manner.

Drop-In Tennis Clinics
Clinics offered Daily

Fee: \$15.00/ Session

Drop-In Clinics will be set up as a workout or as a specialty clinic designed to highlight a specific stroke or strategy. These programs are flexible enough to allow players the luxury of same day registration, as space is available. Clinics will be available to players of all NTRP levels. Classes will vary from sixty to ninety minutes. The format integrates instruction, training, and game play. Specialty classes will include: Double Strategy for 3.0 and 3.5 players, Serve and Volley, Service Game Tune-Ups, Footwork Game, Mental Edge, and Spinning the Ball. Additional specialty courses will be considered as demand and request dictates.

Tennis Mixers
Friday/Sunday Nights

Fee: \$12.00/ Session

Mixers are designed to promote positive playing experiences between opponents, partners, strangers, and ATC staff. It is also an important step for players new to tennis or the area to grow their personal tennis communities. Tennis Mixers will generally be held in evenings and weekends during low participation times. Participants can sign up in advance or that same day as availability allows. The T.G.I. Friday Mixer is geared towards intermediate to intermediate-advanced players looking for an enjoyable evening of match play on the court. This program will promote doubles strategy and friendly competition. Our Sunday mixers are designed for lower level players who do not have very much playing experience. This is a time where players can take comfort in the fact that everybody participating feels the same. This is a program for novice players to transition to competitive play.

Guest Appreciation / Holiday Mixer
T.B.A.

Fee: Free-\$15.00/person

These events are a combination of tennis mixers and guest socials where emphasis will split between on court activities and off court socializing. Each event will be focused on guest appreciation and customer retention. These events will vary between monthly tennis BBQ parties to Holiday themed dress up

tennis mixers. Players and staff will interact, socialize, and play tennis together in order to help create and maintain a warm, inviting, and friendly atmosphere.

Private Lessons and Semi-Private Lessons
Monday-Sunday

Fee: \$35-60/person/55 minutes

These classes are integrated in the Junior Development program and are available to both juniors and adults. Working individually with a teaching professional provides a more intimate learning environment for players wanting more customized attention. This is the quickest way for players to learn sound mechanics and fundamentals. Lessons will be scheduled at the guest's convenience.

Other Programming

- Lunch Rush Workout \$10.00/class
- Mixers & Catered Socials, prices will vary

OTHER ACTIVITIES

Fundraiser

Main Strings Tennis, LLC will host two annual Lessons for the Community days where twenty percent of all lesson fees less court fees taken day will be donated to nonprofit groups. Proceeds from the first Lessons for the Community day will go to the City's own National Junior Tennis League. Proceeds from the second Tennis in the Community Day will be donated to Lymphoma research groups.

Grassroots & Community Involvement Programs

The Lone Star Tennis Company is a team comprised of many members with years of experience working within the Austin Tennis Community. We most recently teamed up with the Andy Roddick Foundation to introduce sixty (60) kids from the community surrounding the Austin Tennis Center to the sport of tennis for the entire month of July. We plan to continue this partnership and expand existing grassroots initiative programs and introduce new additional original events and services designed to promote community involvement and growing the game.

Tennis Scholarship Programs

Each semester, selected students will receive tuition and enrollment in the ATC Junior Development Program. Selection criteria will be based on financial on financial need, academic record, and individual circumstances.

Co-op Junior Development Program

This program is designed to assist at need High School juniors and seniors develop their tennis skills at no cost to them in exchange for working at the tennis center. Students learn work related skills, responsibility, and business experience while honing their tennis skills. The goal of this program is to develop youth tennis players into responsible young adults with applicable work experience.

National Junior Tennis League (NJTL)

As a product of the Austin NJTL program, Program Director, Lincoln Ward holds a special attachment to the NJTL summer tennis program. We will partner with the Local NJTL program; currently under the direction of Sarah Parnell of CTTA to help in any ways available from volunteering on court time to providing gently used equipment to those in need.

Traveling Tournament Team

Due to the increasing cost of junior tournament competition, not all players have the means or availability to travel and meet the tournament requirements to obtain higher level rankings and thus are unable to receive college scholarships. Under the leadership of Lone Star Tennis Company, our teaching pros will organize players and travel as a group to out of town tournaments, splitting the cost of travel, food, and lodging equally among the players. An arrangement has already been brokered with the Hyatt hotels to provide discounted rates for team lodging. This will not only bring down the total overhead for each player, but also free up the parent commitment to have to travel week in and week out. This program will also double as an advertisement plan as each player will be required to wear Austin Tennis Center apparel.

SERVICES

- Stringing Service - \$14.00 plus cost of string
- Gripping - \$13.00
- Ball Machine Rental - \$18.00/hour plus court fee

CONCESSIONS/MERCHANDISE

- Snacks and beverages: \$0.50-\$8.00
- Racquets: \$26.00-\$280.00
- Demo Fees: \$4.00 per racquet; Free when participating in adult lesson programs.
- Shoes: \$50.00-\$150.00
- Balls: \$3.50
- Accessories: \$1.00-\$99.00

Policies And Procedures

Hours of Operation

Austin Tennis Center will have the following hours:

March 15 th -September 15 th	8:30am-10:00pm (7 Days a week)
September 16 th -March 14 th	9:00am-9:00pm (7 Days a week)

Holiday may have adjusted schedules. Any changes in hours will be by City's Contract Manager and will be posted two weeks in advance.

Employee Training

All front desk employees will be trained by Office Manager on the daily operations of the Austin Tennis Center. Training will include, but not be limited to the following:

Opening of Tennis Center

- Unlock Pro Shop door and disarm alarm.
- Turn on all lights.
- Remove money from safe and count money to ensure accuracy.
- Place money into cash register.
- Turn on computer and open all relevant software programs.
- Make sure Pro Shop is organized and ready for operations.
- Check bathrooms for cleanliness and turn on lights.
- Fill coolers with ice and water.
- Unlock all gates to courts.
- Pick up any trash on courts and in the parking lot and facility grounds.
- Ensure appointment sheets are updated and match the Tennis Connect online court scheduling system and be familiar with appointments.
- Move any reservations around to different courts if necessary to optimize court usage.

Cash Register

The Pro Manager will train all Front Desk employees on the daily cash register operations. The following is a general guideline for daily procedures involving the cash register.

- All Front Desk staff are responsible for cash register on their shift.
- Count all money and change before the beginning of shift and write down the amount on closing envelope.
- Place all money in correct slots within the cash register.

- Check cash register receipt dispenser and replace paper if necessary.
- At the end of the shift, place all money in the closing envelope and write down the following:

Cash

- Write down total amount of cash including change on Register Receipt Form.
- Sign Register Receipt form detailing amount of cash collected on shift
- Place cash in deposit bag and place into safe.

Checks

- Write down total number of checks on Register Receipt Form.
- Place all checks into to the deposit bag and into the safe.

Credit Cards

- Write down total number of credit card transactions on the Register Receipt Form.
- Place credit card receipts into the deposit bag and place into safe.

Reservations

- Reservations for courts can be made no more than two days in advance.
- Reservations may be made in person, by phone, or via Tennis Connect online reservation system.
- Reservations may be made on the hour and half hour only.
- Reservations are forfeited if not claimed within 15 minutes of appointment time.
- Answer the phone by the third ring with, "Thank you for calling the Austin Tennis Center. This is <NAME>, how may I help you?"
- Be friendly and inviting to all callers. You are the first point of contact for the Austin Tennis Center.
- In order to make a reservation, take the guest's name ad the name of opponent, phone number of the guest making the reservation, reservation time, and whether the reservation is for singles or doubles.
- If caller requests class registration, utilize the junior or adult lesson book to add registration to appropriate class roster and time. Collect credit card information to finalize registration.
- When guest(s) arrive, check of name(s) on appointment sheet and online court scheduler.
- Inform player(s) or student(s) of court number assignment.

- From 4pm-6pm you are required to call all next day's players as a courtesy to remind them of their scheduled time.
- Appointment sheet is for staff only! Guests may not write on appointment sheets.

Payment of Court Fees

- Payment of court fees must be made prior to use of courts.
- All players must check in with the Pro Shop
- Court fees are payable for use of a court for the standard period of time.
- No cash refunds will be made after fees have been entered into the cash register.
- There will be no charge for use of the backboard.

Rain Checks

Rain Checks can be issued for court fees where players have not been able to play for at least 50% of the reserved court time due to inclement weather.

Pro Shop

- Front Desk staff must monitor and supervise Pro Shop and courts.
- Make sure Pro Shop is kept neat and organized at all times.
- Make sure there is enough of each item in stock. If not, stock item and inform Office Manager.
- Become familiar with all items available for purchase. If you are asked your opinion on an item, never say anything negative about the products. Give your preference and a reason why you prefer that item.

Example: "I prefer Penn balls because they seem to last longer."

- When ringing up a guest, make sure you give a receipt of items purchased.
- Customer priority:
 1. Customers with reservations.
 2. Small purchases
 3. Lengthy transactions
- Should you encounter an unsatisfactory customer, follow Customer-Complaint Resolution procedures.

Racquet Stringing

- Fill out Racquet Stringing Request form with all relevant information and staple to racquet.
- Name, Phone number, string tension, and signature of release are mandatory information required before string services will be provided.

Cleanliness of Tennis Center

All areas of the Tennis Center shall be clean and presentable at all times. It is the Pro Shop Attendants responsibility to ensure the Tennis Center areas are maintained in a professional manner. Daily and as needed cleaning duties include, but are not limited to:

- Clean all counter tops and tables.
- Vacuum/mop all floors designated for business.
- Empty trash receptacles and replace liners.
- Remove all waste from site to dumpster.
- Clean and sanitize bathrooms.
- Remove all litter and rubbish from grounds.
- Ensure tidiness of Pro Shop

General Policies

- Participants, visitors, and spectators use the Tennis Center at their own risk.
- Shower facilities are for paying customers only.
- Participants, visitors, and spectators are expected to behave in an acceptable manner.
- Discipline problems or those who exhibit disruptive behavior will be asked to leave the premises.
- Alcoholic beverages will not be permitted to be sold at the Tennis Center at any time.
- Proper tennis shoes must be worn at all times.
- Wheelchair players must have sports tires on chair.
- Proper tennis etiquette should be observed.
- All cell phones should be in silent mode if they are disturbing other players.
- Place all litter in containers prior to leaving the court.
- Damage to court or court equipment is a violation of city ordinance and players may be held liable for damages.
- Shoes and shirt must be worn in Pro Shop.
- Neither the city nor Pro Manager is responsible for items left at the Tennis Center.
- Children eight and under must have direct adult supervision.
- Pets must be on leash and well behaved at all times or players will be asked to leave and no refund will be given.

Complaint Resolution Procedures

It is the policy of Lone Star Tennis Company and the Austin Tennis Center to treat all customers consistently and fairly.

It is the company's policy to require all staff to sign an agreement indicating that they are knowledgeable about, and will abide by our customer service standards. Our staff is trained to offer assistance and services to all guests in a fair, equitable, and consistent manner during the performance of their jobs.

The Pro Manager has appointed the Office Manager the responsibility of receiving, reviewing, and resolving all minor guest complaints in a timely and fair manner. Should the Office Manager be unable to resolve a guest complaint, the Pro Manager will receive the complaint and ensure a timely resolution. Further, the Pro Manager monitors customer complaints for common occurrences and will actively seek solutions to keep customer complaints to a minimum.

Upon receipt of the guest complaint from the Front Desk Staff, the complaint is directed to the Office Manager. The Office Manager will resolve the complaint in the fastest manner possible. A log will be maintained by the Office Manager documenting the name of the complainant, date the complaint was received, nature of the complaint, resolution, and date of resolution. These documents are available to the City's Contract Manager at request.

All Front Desk Staff will be trained to handle all minor customer complaints.

City Intervention and/or Mediation

If a situation arise in which a complaint cannot be satisfactorily resolved by the Pro Manager, The City Contract Manager will be promptly contacted to act as mediator for the dispute. A written report of the concern or complaint will be provided to the City Contract Manager containing actions taken to correct it.

Handling Customer Complaints

Lone Star Tennis Company views a guest complaint as a way to improve business practices. We continually strive to improve our services to guests and stress the importance of exceptional service expectations from our staff.

The Following is protocol for handling guest complaints

- Thank the Guest- Set the right tone with a smile. Make eye contact and keep body language positive and attentive. Show that the complaint is a major concern.
- Tell the guest that you appreciate them telling you about the issue. Let them know that you see this as an opportunity to fix a problem.

- Apologize on behalf of the organization as soon as you understand the nature of the issue. Do not apologize before hand, as this can look insincere. Be aware that , while you may not be accepting personal responsibility, you are accepting responsibility on behalf of Lone Star Tennis. You can also sincerely apologize in a sense of showing concern for someone's misfortune.
- Assure the customer that the complaint will be resolved to their satisfaction.
- Ask for information- Get the minimum information you need to solve the problem, but get all you need the first time so the guest does not need to repeat themselves. Use the Guest Service Complaint Resolution Form. Do not have the guest fill out the form. If possible, identify the result the guest will find acceptable.
- Take immediate action- speedy resolution of a problem is one of the best ways to retain guest loyalty.
- After you have reached a resolution, verify that the guest is satisfied even if this requires follow-up information.
- Inform the Office Manager immediately of any guest complaints.

Austin Tennis Center Guest Complaint Form

Date: _____

Name: _____

Address: _____

Phone: _____

Complaint:

Date: _____

Resolution:

Customer Service & Sensitivity Training

Lone Star Tennis Company, currently uses and will continue to utilize, if awarded management of the Austin Tennis Center, You're Hired – The Basics of Customer Service, a DVD by Triune Arts. This training video clearly defines Customer Service, teaches strategies to deal with difficult customers, teaches the meaning of teamwork, how to hand guest objections and complaints, and how to deal with your boss.

This training video is used with all new staff orientation and training routines.

Marketing Plan

1) Develop and promote the image of an inviting, management. Portray the Austin Tennis Center as fun, popular, welcoming, sheek, and professional. Promote awareness within the community as well as attract players from all parts of Austin. Offer features that are unique to the Austin Tennis Center.

- Develop a Austin Tennis Center website including
 - Hours of operation
 - Thorough information about the facility, staff, and management.
 - Event and Scheduling
 - Lessons and Programming
 - Tennis Tips
 - Austin Tennis Center news
 - Link the website to helpful tennis sites such as USTA Texas Section and the TIA website.
- Promote and educate guests on the use of the Tennis Connect online reservation system and the benefits of use.
- Utilize social media outlets like Face Book, Twitter, Insta-Graham, and Yelp as tools to keep tennis players informed and to help increase overall the digital footprint of Austin Tennis Center.

2) Hold multiple "Meet the Staff and Player" socials and BBQ. Offer food, tennis, music, and other activities. Explore using prominent radio stations to broadcast onsite. Continue to work with the Austin Aces and other high exposure organizations to help expand player base and programming during low traffic times. Chris Swenson is already the recognized sponsor and advertiser for the Austin Aces.

3) Furnish and design the Pro Shop interior to create a professional, exciting, and fun environment.

- Decorate the interior of the Pro Shop with artwork, photos, and posters.
- Display racquets and other tennis merchandise prominently.

- Provide large bulletin board displayed prominently, regularly updated, where customers can get Austin Tennis Center news and information as well as post their own communications.
 - Arrange a flat screen TV so as to show tennis matches and host championship parties. Cultivate an atmosphere as a great place for tennis players to congregate and watch tennis. Host promotional events like Breakfast at Wimbledon viewing parties.
 - Create and furnish inviting outside lounging areas for tennis patrons to congregate and watch tennis.
- 4) Continue to brand the Austin Tennis Center and Lone Star Tennis Company as the premier tennis destination in Austin. The more people that wear the ATC brand, the faster it will be viewed as the place for tennis.
- Utilize the Lone Star Tennis Logo on T-Shirts and promotional items.
 - Give branded t-shirts away to all junior camp participants (limited to one per player)
 - Partner with local graphic artist to create unique, decidedly Austin designs for shirts and apparel.
 - Periodically send out mailers to tennis subscribers to include tennis programs and events along with branded items like magnets and pens.
- 5) Contract local sports organizations like Fit Magazine and the Austin Aces for articles and publications.
- 6) Contact local charities and donate free private lessons or programs for silent auctions charity events.
- 7) Keep up to date the Austin Tennis Center as a National Tennis Welcome Center, Official Cardio Tennis Site, and as an approved USTA 10& Under facility.
- 8) Develop a list of major Austin area employers and make contact with wellness officers or management and offer programs at the Austin Tennis Center to utilize under-utilized times.
- 9) Expand the monthly e-newsletter that will go out to all registered users of the TennisConnect online registration system.
- 10) Contact the local community leaders and neighborhood associations and request an opportunity to send an email to their members offering promotionals.
- 11) Attract prominent and reputable teaching professionals and staff to attract clients.



2013 FORM S-0011

INCIDENT REPORT

This report must be submitted to your Supervisor and a copy to the Parks and Recreation Department Safety Officer within 24 hours after the incident. In case of a serious incident, call your supervisor immediately. When in doubt, always call.

Date of Incident: _____ Time: _____ am/pm Site: _____

Where did the incident occur? (building name, room, park area, street address, etc.) BE SPECIFIC!

Person(s) Involved: _____

1. Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

2. Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

3. Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

Describe the Incident - Include how the person(s) involved described the incident. _____

Indicate the action taken and by whom. If needed, use the other side of the report form to continue.

Witnesses

1. Name: _____ Age: _____ Phone: _____

Email: _____ Address _____ City: _____ State: _____ Zip: _____

2. Name: _____ Age: _____ Phone: _____

Email: _____ Address _____ City: _____ State: _____ Zip: _____

3.Name: _____ Age: _____ Phone: _____

Email: _____ Address _____ City: _____ State: _____ Zip: _____

Employee Completing Report (print name): _____

Employee's Signature: _____ Date: _____

Supervisor's Name (print name): _____

Supervisor's Signature: _____ Date: _____

Follow-up action: _____



2013 FORM S-0012
PARTICIPANT INJURY REPORT

Exhibit D

Participant Injury Report # _____

This report must be submitted to your supervisor and a copy to the PARD Safety Officer within 24 hours after the injury. In case of a serious injury, call your supervisor immediately. When in doubt, always call your supervisor.

Date of Injury: _____ Time: am/pm _____ Day: ☐ M ☐ T ☐ W ☐ Th ☐ F ☐ S ☐ Su Site: _____

Location where injury occurred? (building name, room, park area, pool area, street address, etc.) BE SPECIFIC: _____

Name of injured person: _____ Phone: _____ Age: _____

Race: ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other

Sex: ☐ M ☐ F

Address _____ City _____ State _____ Zip _____

Type of Injury: ☐ Minor ☐ Major ☐ N/A (If Major is selected, complete page 2)

Describe injury (give detailed information of injury and what led to it) _____

Type of First Aid Given: _____

Causal Factor: ☐ Fell/Horseplay ☐ Medical Emergency ☐ Intoxicated ☐ Other _____
☐

Status of Injured person: ☐ Conscious ☐ Unconscious ☐ Shock ☐ Other _____

Emergency Action Plan Activated: ☐ Yes ☐ No Number of Victim(s): ☐ 1 ☐ 2 ☐ 3 ☐ Other _____

Employee Hurt: ☐ Yes ☐ No

Blood Present: ☐ Yes ☐ No

Gloves Used: ☐ Yes ☐ No

EMS Needed: ☐ Yes ☐ No (If YES is selected, complete below)

Witness Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

Primary Employee: _____ Signature: _____

Assisting Employee: _____ Signature: _____

Supervisor: _____ Signature: _____

EMS Called: ☐ Yes ☐ No

EMS Actions: ☐ Treated on site and released ☒ Transported ☐ Other _____

Who offered to call EMS: _____
Employee Name

If EMS call is refused, party refusing EMS call: _____
Signature of Party or Parent/guardian if under 18

How did Party leave the facility: ☐ Relative/Friend ☐ EMS ☐ Self

Follow-up protocol: ☐ Released ☐ First Aid ☐ Transferred off-site ☐ Other _____

Additional follow-up information (if needed): _____

Additional Witnesses:

Witness Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

Witness Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

PARD SAFETY OFFICE INFORMATION ONLY

Entered into data base by: _____ Date: _____

Was this injury preventable: ☐ Yes ☐ No

Safety Officer: _____

Comments: (investigative report)

Program Manager: _____ Date: _____

Corrective measures implemented: _____

Completion Date: _____

EXHIBIT E
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16TH day of December, 2015

CONTRACTOR

Authorized
Signature

Title

LONG STAR TENNIS

[Signature]

DIRECTOR OF PROGRAMS



The Austin Tennis Center

**City of Austin PARD
Bid Proposal**

Solicitation #RFP 8600 SLW0501

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Executive Summary

Lone Star Tennis Company is an Austin based tennis management company with the express interest in partnering with the City of Austin Parks and Recreation Department in the continued management of the Austin Tennis Center at 7800 Johnny Morris Road. Our mission is to develop and enhance the Austin Tennis Center into an energetic community tennis destination for fitness, learning, and recreation that strongly attracts tennis players of all varieties, and consistently provides them personal enrichment and customer service that surpass their expectations. We understand the City's system concept for Austin's municipal tennis facilities, and we admire and share that vision. We have a team in place and a plan for the partnership of Lone Star Tennis Company with the City of Austin.

Lone Star Tennis Company is led by Lincoln Ward, who will bring over eighteen (18) years of tennis instruction and management experience to the Austin Tennis Center with the last seven (7) years as the Pro Manager of the Austin Tennis Center. He has implemented a wide variety of programming for the community designed to both attract new players to the game and help develop and grow the tennis community surrounding the Austin Tennis Center. Lincoln is regularly requested for his expertise and personality. Prior to his position as the Pro Manager of the Austin Tennis Center, Lincoln has held positions as Head Tennis Coach for Concordia University Tennis Teams and Director of Junior Development at Pharr Tennis Center, Caswell Tennis Center Associate Teaching Pro, Head Pro for the Hyatt Regency Resort and Spa, and teaching professional at the John Newcombe Tennis Academy. Lincoln has been responsible for designing and implementing a full annual schedule of tennis programs, lessons, tournaments, and events. He has hired and trained tennis instructors and staff, marketed and promoted his programs. Before managing the Austin Tennis Center, Lone Star Tennis created a grassroots sports program that collaborated with the Austin Independent School District and provided over one thousand (1000) students introductory sports programming at over thirty six (36) elementary and middle schools at no cost to the students. He raised over fifty thousand dollars (\$80,000) annually for these grassroots programs. Most recently he created a partnership between Lone Star Tennis and the Andy Roddick Foundation to utilize the Austin Tennis Center to provide over sixty (60) kids who attend schools near the Austin Tennis Center summer leadership sports camps for the month of July at no cost to the families of those students. Lincoln has extensive experience working with players from novice to collegiate caliber. He is a product of the City of Austin's own National Junior Tennis League (NJTL) chapter and has since volunteered, worked for, and event directed the local NJTL

program. Lincoln Ward created Lone Star Tennis Company in 1999 to grow grassroots tennis and has since then introduced countless players to the sport. He is a skilled teacher, an efficient administrator, and a strong leader. His abilities and character will contribute greatly to the continued growth and success of the Austin Tennis Center. He will oversee all aspects of Pro Shop operations as well as developmental programs designed to attract players to the Austin Tennis Center.

Chris Swenson, who will serve as financial and business advisor, brings his many years as both tennis pro and a successful business owner experience to the Austin Tennis Center. His job will be focused on guest retention and increasing participation. As a local business owner, Chris has many ties with the Austin tennis community including the Austin Aces, The Andy Roddick Foundation, and the Austin Tennis Center. He has experience recruiting and training staff and teaching pros, marketing and promotions, and hosting/running multiple local and national USTA sanctioned tournaments. He is a nationally ranked senior player who recently competed in both the US Men's Clay Court and Grass Court Championships for 50 and over. Chris Swenson is a skilled teacher and an even greater administrator and leader. He will utilize his background in curriculum planning, program development, and customer service to help identify the needs of current guest while attracting new ones to the Austin Tennis Center. He will also be developing strategies and trainings for improved customer service development skills.

Harold Ward will serve as Pro Shop Accountant/Bookkeeper. Harold has a bachelor's degree from the University of Texas in Business Management and has over 10 years of experience working with the Internal Revenue Service. He will perform all aspects of the pro shop accounting including, but not limited to: bookkeeping, payroll processing, Point-of-Sale processing, and business reporting. Harold will be responsible for insuring that Main String Tennis Management, LLC maintains full compliance with local, state, federal, and contract regulations and requirements. Harold is also proficient with QuickBooks business software applications.

Elisama Aleman will serve as Office Manager. She has over 10 years of management and training experience with the Austin Independent School District as a program coordinator where she regularly had to oversee both staff and students. She will perform all necessary aspects of pro shop management including employee training, inventory, website management, facility maintenance, and customer service.

Jonathan Chon will serve as Head of Jr. Development. Jonathan received his USPTA certification in 2012 and has since developed multiple juniors into state ranked competitors. He has experience in teaching, directing, and developing tennis programs. He is also currently working towards his degree in business management specializing in sports management. Jonathan has been teaching at the Austin Tennis Center for over a year and has already developed a dedicated following.

Lone Star Tennis Company is currently implementing a schedule of tennis programs that are fully designed to attract and meet the needs of Austin tennis players from all areas, ages, and abilities. We have programs that cater to experienced players, as well as a thorough set of options for novice adult and juniors, along with a highly successful grassroots program for attracting new players to the game of tennis. We believe that our primary service to the community are to provide a clean, safe, and enjoyable place to play tennis and to provide tennis lessons programs that help guests get the most out of their tennis experience. With the addition of Chris Swenson to our team, we aim to consistently grow the tennis community surrounding the Austin Tennis Center.

Lone Star Tennis Company will continue to maintain a Pro Shop where customers can purchase tennis equipment, accessories, and apparel. We will provide traditional Pro Shop services such as racquet stringing, gripping, ball machine rentals, and demo racquet rentals. The Pro Shop will sell snacks and beverages. We will carry the highest quality, most demanded tennis merchandise.

Lone Star Tennis Company will continue striving to make every guest's experience at the Austin Tennis Center a step above the rest. We recognize that our job is not only to provide a quality service to members of the community, but also to attract players from surrounding areas, and that our success as a business depends on happy guests and a great image. We will require that all of our teaching pros carry a certification from the USPTA or USPTR. Our stringing and racquet services will be overseen by certified, USRSA staff. Our Pro Shop staff will be required to undergo customer service and sensitivity training similar to that found at clubs and resorts as well as demonstrate their understanding of company customer service policies and procedures. We will encourage feedback from our guests. We will make ourselves available to our guests for discussion as well as provide a suggestion box where they can anonymously give us feedback. Those who choose to play at the Austin Tennis Center will never be referred to as customers. All personnel will understand that those who choose the Austin Tennis Center will only be referred to as guests and will be treated accordingly. Our commitment is to provide a guest service that is second to none.

Lone Star Tennis Company will utilize existing and create new resources within the Austin Independent School District, the Andy Roddick Foundation, and the Austin Aces to help facilitate and strengthen their partnerships with the City of Austin, Parks and Recreation Department. We have partnered closely with these organizations in the recent past and have nurtured many relationships. We have working understanding of how these organizations operate and experience in collaborations with each.

Lone Star Tennis Company will utilize its resources to conduct tennis tournaments, mixers, and events. Our management team is experienced and excels at these types of projects. We are planning to expand our relationship with the Andy Roddick Foundation and the USTA to provide a longer outreach tennis program for the community kids near the Austin Tennis Center and continue providing free grassroots programming. We plan to promote and create partnerships with local business to utilize the facility to its greatest potential. We will continue to host frequent tennis mixers to attract players to the tennis center for fun, social events. We have planned a variety of fundraising events including a weekend getaway at the Hyatt Lost Pines Resort to benefit the National Junior Tennis League. The event will incorporate services donated by local business. Participants will enjoy tennis, food, entertainment, and a raffle. We aim to make the Austin Tennis Center a nationally recognized Tennis Welcome Center.

Lone Star Tennis Company believes that our success depends, not only on continually getting the word out to the community about what we offer and who we are, but also by taking advantage of the latest technologies and tools available for tennis management. We have a marketing plan that utilizes local media and business environments to promote our product. We will take advantage of Lincoln's experience as the only Pro Manager currently using an online court reservation system. Under the direction of Lincoln, the Austin Tennis Center was the first facility in Austin to offer an online court reservation amenity to guests. We will continue to offer the ability for guests to monitor and make reservations even outside of operation hours. We believe that we have a marketing plan that exceeds the standards set by our competitors. Our plan is composed of creative and cost-effective marketing options.

Lone Star Tennis Company is prepared to assume the responsibility with Lincoln Ward in the role of Pro Manager at the Austin Tennis Center. We do so with full understanding of the scope of our task, and our requirements for success. We view our position as a partnership between Lone Star Tennis Company and the City of Austin Parks and Recreation Department. We respect and share the City's concept and respectfully request the Pro Manager position.

Part I. Business Organization

Lone Star Tennis Company
1803 Coronado Hills Drive
Austin, Texas 78752

Lone Star Tennis Company is owned and operated by Lincoln Ward. Lone Star Tennis Company will continue to operate as such through the duration of the contract. All operations are in order and have been filed with the Texas Secretary of State since 1999.

Lone Star Tennis Company was created in 1999 as a tennis consulting and management company with the idea of bringing partnerships with expertise in different areas together in collaboration to provide a tennis and sports management and service provider second to none. Through Lincoln Ward, Lone Star Tennis Company provides over twenty years of successful business expertise in management and tennis leadership. Chris Swenson is a former head tennis coach for Yale University and has owned and operated several business ventures. Lincoln Ward will provides his programming and experience through his collaboration with the Austin Parks and Recreation Department (PARD) as a current Pro Manager for the Austin Tennis Center and as service consultant for the National Junior Tennis League (NJTL). Lincoln Ward has provided and developed programming for Pharr and Caswell Tennis Centers and the Hyatt Lost Pines Regency Resort & Spa. Lincoln has also been in receivership of multiple federal and local grants to develop and manage grassroots tennis and sports programs for local elementary after school programs.

Part II. System Concepts

1.0 Purpose

Lone Star Tennis Company submits this proposal seeking to enter principal partner, Lincoln Ward into contract with the City of Austin as Tennis Pro Manager of the Austin Tennis Center at 7800 Johnny Morris Road for an initial period of three (3) years with two (2) additional three(3) year extensions.

2.0 Background

The Pro Manager shall directly oversee the ten (10) lighted courts, eight (8) Quick Start courts, one (1) lighted backboard, parking lot, pro shop including retail space, restrooms, storage area, and office.

3.0 Contractor Qualifications

3.1- The Contractor shall have a minimum of five (5) years of experience in tennis facility management services or equivalent retail facility managerial experiences.

Solution: Lincoln Ward has over 20 years in business/tennis programming management as well as management of an NCAA Division Collegiate Tennis team. In addition, Lincoln Ward, partner, has over 19 years of municipal tennis center programming and management experience. He is currently the Pro Manager of the Austin Tennis Center for the past seven (7) years.

3.2-The Contractor shall have and maintain certifications for CPR, First Aid, and AED training.

Solution: Upon award of the Austin Tennis Center Pro Manager contract, Lincoln Ward is prepared to update and complete requirements for CPR, First Aid, and AED certifications which he currently holds for the past seven (7) years.

4.0 Contractor Responsibilities

4.1-The Contractor shall have the exclusive right to conduct tennis-related activities and resulting revenue minus court fees at the facility. Programming fees will be set at the approval of the City's Contract Manager and not to exceed ten percent yearly.

Solution: Lone Star Tennis Company will provide an array of programming for the enjoyment of Austin Tennis Center guests including leagues, clinics, workouts, mixers, and private lessons for both adults and juniors. In addition, special tennis social events will be held periodically. City court fees will apply to all programming functions and events.

4.2-Contractor shall post all programming fees.

Solution: Lone Star Tennis Company will post and continually update monthly event calendars and program fliers where all prices will be published. In addition, fees for continual programming like private lesson and classes will be posted on a price menu visible when entering the Pro Shop.

4.3-Contractor shall operate and manage the facility in a manner consistent with the use of the facility as a tennis center and City of Austin Tennis Operating Policies. The City may amend the Tennis Operating Policies as needed.

Solution- Lone Star Tennis Company is well established with the City of Austin Tennis Operating Policies and will continue comply to all requirements set by the City of Austin and operate the Caswell Tennis Center in a manner that reflects positively on behalf of the City of Austin Parks and Recreation Department and will adhere to any changes and/or modifications made to the City of Austin Tennis Operating Policies.

4.4-Contractor shall provide services or merchandise that directly promotes the use of the facility as a tennis center. No non-tennis activities will be allowed at the facility without prior written approval of the City Contract Manager.

Solution- Lone Star Tennis Company will only provide service that directly or indirectly assist guests in their enjoyment or improvement of play at the Austin Tennis Center. Tennis equipment, apparel, tennis developmental programming, and concessions will be among the retail offered at the Austin Tennis Center.

4.5-Contractor shall not install any amusement device in the Center without prior authorization from the City Contract Manager.

Solution- No amusement devices will be installed at the Austin Tennis Center by the Lone Star Tennis Company.

4.6-Open the Tennis Center for business promptly each day, except Christmas and Thanksgiving and maintain hours of operation as approved by the City of Austin Contract Manager.

Solution- Lone Star Tennis Company is prepared to operate the Austin Tennis Center in accordance with the requirements put forth by the City in the "Scope of Work" and "Operating Policies for Municipal Tennis Centers" documents. We have constructed an operational plan to efficiently execute the comprehensive system outlined by the City. We have a management and staff team in place that is prepared to implement the technical details of the system operations.

We share the City's mission for the Austin Tennis Center as a community service to enrich the lives of Austin tennis players of all types. We are prepared and excited to utilize our assets in partnership with the City, within the framework of the City's municipal tennis center concept, to continue serving the people of Austin and surrounding areas.

4.8-No 4.7 in Scope of Work

4.8-Hiring and staff the Tennis Center. The training, supervision, and expense of this staff shall be the responsibility of the Pro Manager.

Solution- Lone Star Tennis Company has a full staff of Pro Shop and tennis instructional personnel comprised of an Office Manager, Program Manager, Accountant/Bookkeeper, multiple Pro Shop Attendants, and certified teaching professionals currently in place at the Austin Tennis Center with a developed relationship to the guests of the Austin Tennis Center. Chris Swenson has over twenty years managing and training staff. Lincoln Ward has extensive training on customer service skills and tennis development training. Elisama Aleman has over ten years of staff management and has multiple certifications on staff training techniques. Harold Ward has over ten years in business management, bookkeeping, and accounting with the Internal Revenue Service. Jonathan Nguyen has been a High Performance Junior Development Specialist since 2012. We have five (5) trained racquet-stringing technicians on staff. Additional tennis instructors and shop attendants will be recruited in the future are dictated by expansion of lessons, programming, and guest needs. All staff expenses are the sole responsibility of the Lone Star Tennis Company.

4.9-Contractor shall maintain (clean and free of debris) the fenced in areas within twenty feet of the facility.

Solution-All areas within and near the tennis center will be kept clean and orderly. Lone Star Tennis Company will strive to provide guests with a clean and inviting place to enjoy their tennis and recreation activities.

4.10-Contractor shall provide all customer services and supplies for the facility and utilize green or sustainable cleaning products in the sanitation of the restrooms and common areas.

Solution-It is the belief of Lone Star Tennis Company that by minimizing our carbon footprint, we are making a small contribution to the longevity and care of our environment. We shall utilize green and environmentally friendly methods and supplies in the sanitation and cleaning of the restrooms and common areas of the Austin Tennis Center.

4.11-Contractor shall conduct daily/as needed custodial duties, including but not limited to the following:

- Clean all countertops and tables
- Vacuum/mop all floors designated for business
- Empty Trash and recycling receptacles in building and on the courts
- Remove all waste from site to trash containers at street
- Clean and sanitize restrooms
- Grounds must be free of litter
- Clean and organize storeroom
- Clean trash and recycling receptacles as needed.
- General minor maintenance of building and grounds including but not limited to replacement of air conditioning filters and professional upkeep of court nets, windscreens and dividers.

Solution- Lone Star Tennis Company will assume all janitorial duties on a daily and as needed to maintain the cleanliness of the tennis center. These duties are embedded with the job descriptions of Elisama Aleman, our Office Manager, and the Pro Shop staff. Elisama is responsible on a daily basis for overseeing and verifying the completion and documentation of janitorial tasks as specified, as well as insuring that janitorial supplies are on hand. It is the responsibility of Lone Star Tennis personnel to recognize and promptly attend to additional janitorial needs that may arise as well as minor maintenance including filter replacement and court repair and upkeep needs.

4.12-Contractor shall conduct routine maintenance including, but not limited to replacement/repair court nets, windscreens, and divider netting.

Solution- Lone Star Tennis Company will conduct routine inspections of the daily wear and tear of equipment and attend to repairs and/or replacement if necessary.

4.13- Contractor shall maintain the tennis courts and facilities in good repair.

Solution-As manager and caretaker of City property, we respect our obligation to maintain the integrity of the physical facilities of the tennis center on behalf of the City, the community, and for the sake of our goal as a tennis provider. Staff will routinely take responsibility for simple maintenance tasks that are within our capabilities.

4.14- Contractor shall notify the Contract Manager of needed repairs or replacement of City equipment of facility maintenance beyond routine maintenance within five business days of discovery.

Solution-Pro Manager will make a written report to the Contract Manager of any needed repairs or suggested alterations of building, grounds, or equipment that are beyond the scope of daily maintenance.

4.15- Contractor shall provide a written report to the City's Contract Manager of any needed repairs, alterations, or improvements. No structural alterations, repairs, or improvements shall be made without prior written authorization from the City's Contract Manager. All facility improvements shall become the property of the City at the termination of this contract. The City shall have the right to require the Contractor to restore the property to its original condition at the contractor's expense. The Contractor shall allow no liens to be filed against City property.

Solution- Lone Star Tennis Company agrees not to make or allow any alterations of any kind to the Austin Tennis Center prior without written authorization from the City's Contract Manager. We understand that any modifications made to the facility become the property of the City upon termination of this contract. In addition, we understand that the City reserves the right to require that the Lone Star Tennis Company restore the property to its original condition at our expense.

4.16-Contractor shall conduct service and sensitivity training for staff and any new hires and will endeavor to create an open, positive, and inviting atmosphere that creates opportunities for new players and opportunities for growing the game of tennis.

Solution- Lone Star Tennis Company strives to make every guest experience an exceptional one. We are committed to serving the needs of our guests and we expect our staff to provide exceptional customer service. We believe that we are responsible for insuring that our employees and contractors understand what is expected and that they possess the necessary skills and knowledge to meet our standards. We have conducted a comprehensive research of customer service training tools and have selected a training package similar to what is used at resort hotels. We will conduct customer service and sensitivity training for all staff.

4.17-Contractor shall maintain detailed procedures for the resolution of customer complaints to be approved by the City.

Solution-Guests will be invited to fill out guest appreciation/comment cards. These cards and any verbal concerns will be review by the Shop Manager, Program Director, and Pro Manager. Every comment and concern will be addressed and the guest will be contacted with forty-eight hours. Every concern will have a written report and solution available for the Contract Manager if requested. All solutions will be communicated to all staff.

4.18- Contractor shall enforce applicable municipal tennis policies and regulations established by the City governing the use of the tennis facility.

Solution-All municipal tennis policies and regulations will be enforced. In addition, municipal tennis facility policies will be posted for the convenience of our guests.

4.19- Contractor shall make a customer service survey available to all facility customers and provide survey results to the City's Contract Manager upon request.

Solution-City surveys will be posted and available at the convenience of our guests. In addition, a comment card box will be provided so as guests may return their surveys and comments anonymously. Comment and survey results will be available for the Contract Manager at request.

4.20- Contractor shall provide automated external defibrillator AED training for all staff and provide training verification the City's Contract Manager upon request.

Solution- Lone Star Tennis will partner with local firefighters to provide monthly or quarterly AED trainings for new staff and retain copies of staff AED certifications to be verified by the Contract Manager at request.

4.20- Contractor shall be responsible for any and all debts incurred by the operation of the facility.

Solution- Lone Star Tennis Company will assume any and all debts incurred due to the operation of the facility.

4.21- Contractor shall provide all equipment necessary for the operation of the pro shop. Contractor will provide a computerized cash register system with the capability of providing the City with accurate accounting information for reporting.

Solution- Lone Star Tennis has already has suppliers in place and currently providing the necessary equipment for the managements and operation of the Austin Tennis Center plan to upgrade systems upon award of the Pro Manager contract. Equipment includes, but is not limited to a Point-of-Sale computer package, a stringing machine, a ball machine, and tennis supplies.

4.22- Contractor shall monitor the security service and handle all calls associated with the service. The Contractor shall be responsible for any cost associated for false alarms. Should a loss occur of any nature, the City will not be held responsible for any contents, merchandise or cash on hand.

Solution- All facility staff will be trained in the operation of the security system. All service calls will be answered by a member of the Lone Star Tennis management team. Lone Star Tennis Company will assume any financial responsibility for false alarms.

4.23- Contractor shall provide and make available an online court reservation system.

Solution-Our management currently utilizes the Tennis Connect Online reservation system. This system is the official system of the Tennis Industry Association and will provide the tools necessary for online payments as well as provide the ease of making court reservations at a guest's convenience. Two courts will be designated for traditional reservation methods only in order to account for those uncomfortable using computer applications. This system is also available in a convenient app form for smart phones.

5.0 Programming

5.1- Contractor shall make a maximum of four tennis courts available for lessons and/or clinics weekdays from opening to 6:00pm.

5.2- Contractor shall make a maximum of two tennis courts available for lessons and/or clinics after 6:00pm until close.

Solution- We have designed a comprehensive schedule of tennis programs and are ready to implement the use of four tennis courts before 6:00pm and two tennis courts after 6:00pm. Our programs provide options for players of all ages and ability levels. Our programming system is designed to provide elements of instruction, training, fitness, game-play, and fun for all type of players. We will also utilize programming to optimize low-participation times.

All of our programming is overseen by USPTA certified teaching pros. Detailed descriptions of our tennis programs are in the Program Section.

6.0 Concessions

6.1- Contractor shall have the exclusive right to provide concessions at reasonable prices and will retain all resulting revenue. Concessions may include but not limited to the following:

- Pre-packaged food and beverages
- Tennis and sports related merchandise
- Customary tennis facility services
- Other services approved by the City

Solution- Lone Star Tennis Company will provide goods and services as outlined above. We are dedicated to providing only the best services and tennis supplies available. Lone Star Tennis Company periodically surveys competitor's prices in order to maintain a competitive rate and further provide guests with the best deals available.

7.0 Operational/Facility Requirements:

7.1- Contractor shall conduct business in a manner that will reflect positively upon the Contractor and the City.

Solution- Lincoln Ward, Pro Manager, will oversee best business practices in order to present a positive light on the City and our staff.

7.2- The Contractor shall comply with all City, County, State, and Federal regulations and laws pertaining to the operation of the pro shop. All permits shall be mounted on a conspicuous location.

Solution-As Shop Bookkeeper/Accountant, Harold Ward will oversee and make sure that all City, County, state, and Federal compliances are met. As a current IRS officer, he is equipped to for maintaining compliance.

7.3-Contractor is permitted and encouraged to engage in reasonable advertising, solicitation, and promotions for tennis related activities in an effort to realize the full potential of the facility. Any such advertising will be at the sole expense of the contractor. Upon contract expiration, the Contractor shall be responsible for the removal of business venture signage at its sole expense.

Solution-Lone Star Tennis Company is prepared to aggressively seek out partners in advertising and promoting the Austin Tennis Center as a premier destination with programming that is second to no other. We understand and are prepared to assume all costs associated with any promotions that we provide. In addition, we assume responsibility for removal of any and all advertising signage at the expense of Lone Star Tennis Company.

7.4-Contractor shall promote environmental stewardship by developing and maintaining a recycling program.

Solution-Lone Star Tennis Company is committed to recognizing and reducing the carbon footprint of the tennis industry. We have deals in place to recycle the majority of waste produced by tennis operations. Standard recycling is only the first step in our strategy. We have set up partnerships to recycle both tennis balls into mulch and other useful items. Lone Star Tennis Company will continue to utilize technology advances to help us further respect and coexist in our environment.

7.5-Contractor assumes all responsibilities for any and all licenses, clearances, permits, and all other certifications necessary to operate the tennis facility. Contractor shall pay the cost of all license and registration fees thereof.

Solution- Lone Star Tennis Company agrees to maintain all required certifications, licenses, and permits required in this contract and will meet any and all city, state, and federal requirements including, but not limited

to the following: USPTA Certifications, State Sales Tax permit, and required business insurance certifications.

7.6-Contractor shall post no smoking signs and enforce the no smoking ordinance throughout the facility.

Solution- Lone Star Tennis Company will comply and enforce the no smoking ordinance at the Austin Tennis Center.

7.7-Contractor shall not use or permit any part of the facility to be used for any purpose that violates any local, regional, state, or federal laws, regulations, and/or ordinances.

Solution- Lone Star Tennis Company agrees to conduct only lawful tennis business following the guidelines set in this contract and as approved by the City Contract Manager. Furthermore, we will make sure no others violate these terms.

7.8- The contractor shall not allow any defacing of the building, undue loitering, objectionable language, or outside storage on the property without prior written approval from the City's Contract Manager.

Solution-Lone Star Tennis Company management team members will make routine facility inspections in order to discourage and deter any defacing of the facility as well as to monitor for unreasonable language.

8.0 City's Responsibilities:

8.1-City will pay all utilities.

8.2-City will provide security service for the building only.

8.3-City will provide a safe environment for tennis players by keeping the facility, courts, and fences in good repair.

8.4-City will also provide nets, windscreens, benches, and court trash receptacles.

8.5-City will make repairs to the lights and building.

8.6-City will provide two (2) telephone lines for the Contractor to conduct business. Any additional lines may be added at the Pro Manager's expense.

8.7-City will provide trash and recycling pick up services.

9.0 Fees and Recordkeeping Requirements:

9.1-The Pro Manager shall establish and maintain during the term of this contract separate records and accounts, including a bank account, relating to the operation of the Austin Tennis Center. Records and accounts shall be subject to the examination and audit by the City at any time.

9.2-Lone Star Tennis Company shall provide to the Contract Manager a copy of the Internal Revenue Service form 1040, Schedule C (Statement

of Operations) pertaining specifically to pro shop income for each year upon request.

9.3-The Pro Manager shall submit to the Contract Manager a copy of the facility quarterly sales tax report upon request.

9.4-The City agrees to pay a monthly management fee, to be paid by the 20th of each month beginning the first month of contract. This management fee will be paid for the initial term of the contract. Upon satisfactory completion of the first term, the City may increase management fee based on contractor performance and fees collected for the City before exercising any further options.

9.5-All funds collected (City approved fees and facility sales/lessons) will be deposited in a separate bank account from the City's. The Contractor shall be liable to the City for all funds collected until such funds are deposited into the City bank account. The contractor will make weekly deposits into the City's bank account using a company/person check. The City will provide deposit slips for Contractor to deposit all City funds.

Solution-Lincoln Ward will act as City Liaison for Lone Star Tennis Company and will be responsible for all reporting to the Contract Manager as directed by the City. As Pro Manager of the Austin Tennis Center, Lincoln Ward is familiar with and currently follows the City deposit and reporting procedures.

9.6-Bank receipts of deposits and record of court rentals, along with City required cash reports, shall be submitted to the City's Contract Manager on a weekly basis. Additional deposits and reporting may be necessary for months or year-end closings. Contractor shall have a cash handling policy for City review and approval.

Solution-Lincoln Ward will submit weekly reports in a prompt and orderly fashion. Cash handling procedures will be available to the City's Contract Manager on request.

9.7-Historically, ATC has maintained court fee revenue in excess of eight thousand dollars (\$8,000) per year. Failing to meet this minimum standard may result in default of contract. Court fee revenue collected may be used for determining an extension of any further options or an increase of management fee as detailed in the Evaluation Standards

Solution-The Lone Star Tennis Company agrees and understands the stipulations outlined to maintain and exceed the average yearly court fee revenues and plans to aggressively increase the yearly revenue as the facility increases in popularity and usage.

9.8-The City reserves the right to conduct random inspections of the facility to ensure all provisions of the contract are being met and will submit a report of its findings to the Contractor.

Solution-The Lone Star Tennis Company team welcomes all inspections. Any suggested improvements are welcome as we constantly strive to improve the products we provide.

9.9-Any infractions must be corrected within fourteen (14) days unless approved by the City's Contract Manager; such as not opening during the hours set in the policy, customer service complaints, cleanliness, and meeting fire codes, laws and regulations.

Solution- While Lone Star Tennis Company team will make every effort to avoid any infractions, any and all infractions will be handled, dealt with, and reported to the City's Contract Manager upon completion.

9.10-The City reserves the right to require Contractor to remove employees or subcontractors if warranted by customer service complaints, misconduct, or felony convictions.

Solution-Lone Star Tennis Company will comply with any request issued by the City in regards to removal of an employee or subcontractor for any reason.

9.11-All Proposers and employees will be subject to and pass a "Criminal background Investigation Report" for a period of the last seven (7) years conducted by PARD Human Resources Department before contract will be awarded.

Solution-All Lone Star Tennis management staff must go through a thorough criminal background check before any work begins. All staff will comply with criminal background checks by the City.

10.0 Quarterly and Annual Evaluations:

At the year-end evaluation, Contractor is eligible to receive a Productivity Award if Contractor meets requirements and meets or exceeds all evaluation factors for the year.

Productivity Award is defined as 50% of all court fee revenue generated over \$10,000. Awards granted shall not exceed \$15,000 annually.

A Yes or No rating will be provided to the contractor based on the following criteria:

10.1 Revenue-Meet and/or exceed quarterly averages as shown in the Scope of Work as well as maintaining timely and consistent reporting of deposits made to the City.

10.2 Customer Service- Contractor shall provide to the City's Contract Manager all documented resolutions to low scoring surveys or customer service complaints or option plans for future problem resolutions. The City's Contract Manager shall assess results from Social Media reviews and will utilize them in the customer service evaluation.

10.3 Maximizing Court Usage- Daily court reservation sheets shall be turned in and reviewed quarterly. To meet this criteria Contractor shall provide possible options, plans and/or solutions for filling underutilized court times.

10.4 Programming-City will review Contractor's documented efforts regarding programming to include, but not limited to, types/levels and times of programs being offered; number of participants; partnerships with local associations, groups or schools. Contractor shall provide documentation regarding all efforts to offer a variety of services.

10.5 Evaluation Factors-Should Contractor not meet the criteria of any of the service areas above, Contractor may be given the opportunity to make corrections at the discretion of the City's Contract Manager. If allowed, corrections must be made within thirty calendar days after the evaluation is completed. A summary of corrective actions shall be provided to the City's Contract Manager. For any corrections that could not be completed, reasons for incomplete action must be included in the summary. Acceptance of explanation is at the discretion of the City's Contract Manager.

Solution- Lone Star Tennis Company understands that any Productivity Award is based on meeting and following the above mentioned criterion and any such award is not guaranteed. Productivity Awards are granted at the discretion of the City's Contract Manager. Any infractions and/or inability to meet the before mentioned criterion must be rectified and reported to the City Contract Manager.

11.0 Records and Reports:

Contractor shall maintain a separate accounting and records for its operations. Contractors shall pay all costs and expenses connected with its operation when due. Contractor is to maintain itemized records of all costs incurred and paid, including original invoices. Contractor shall also maintain all personal files, payroll summaries, copies of payroll tax returns, Account deposit receipts and bank statements. Contractor shall maintain full and accurate records of all operations and receipts, which records shall be in accordance with generally applied accounting principals (GAAP). The City or its authorized agents shall have the right to inspect such books or original entries and other related books,

records or receipts, wherever located, at such reasonable times and as often as may be requested during the term of the Contract and, following the term of this Contract, for a period of three (3) years, or such time as necessary to complete an audit should an audit last beyond three (3) years after the termination of this Contract for any reason. Records must be kept on City facilities or at some other location mutually agreeable to the parties.

Solution-The Lone Star Tennis Company agrees to maintain all transaction and records in regards to all business transactions, sales, purchases, employment records, and tax reports in accordance with (GAAP) and kept for a period of no less than three (3) years after the termination of this Contract. Lone Star Tennis Company will make available all records to the City at the request of the City.

12.0 Monthly Reports:

12.1 Revenue Reports-Contractor shall use a cash register to enter transactions and provide each customer with a printed receipt. The cash register shall have a grand total started at zero upon daily commencing business and shall print out daily sales totals. Contractor shall submit to City Contract Manager, by the fifth (5th) day of each month, the Monthly concession Revenue Report and cash register tapes from previous month. Contractor shall retain copies of the cash register tapes for three years after the contract expires.

Solution-Lone Star Tennis Company currently utilizes an Intuit Point of Sale system that will provide the necessary reports. Furthermore, reports will be provided to the City Contract Manager, by the fifth (5th) day of each month or as requested along with all monthly reports required by the Contact Manager. Lone Star Tennis Company shall maintain copies of the cash register tapes for a term no less than three (3) years after contract expiration.

12.2 Activity Reports-Contractor shall submit to City Contract Manager no later than the fifth (5th) day of each month a monthly activity/attendance report to be completed on a form provided by Contract Manager.

Solution-Lone Star Tennis Company management is familiar with and currently provides this monthly activities report to the City Contract Manager and will continue to provide this and all additional reports required to the City Contract Manager.

12.3 Incident Report-Contractor shall submit to City Contract Manager on a City of Austin standard form no later than the fifth (5th) day of each month.

Solution-Lone Star Tennis Company agrees to report and submit any incident(s) on a standard City of Austin incident form and submit the report to the Contract Manager by the fifth (5th) day of each month.

12.4 Customer Survey Reports-Contractor shall submit to City Contract Manager no later than the fifth (5th) day of each month.

Solution-Lone Star Tennis Company agrees to turn in any and all customer survey reports to the City Contract Manager by the fifth (5th) day of each month.

12.5 Maintenance Reports-Contractor shall maintain a written log of all maintenance and services performed in this contract and submit it to the City. The log shall include a record of calls for emergency services as well as any modifications to the pool or changes in equipment and any parts replaced.

Solution-Lone Star Tennis Company management is will keep and update a maintenance log that includes all repairs, modifications, and services performed at the Austin Tennis Center as well as record any calls for emergency services. This log will be made available and submitted to the City on request from the Contract Manager.

12.6 Tax Forms-Contractor shall provide to Contract Manager a copy of Internal Revenue Service form 1040, Schedule C (Statement of Operations), and all other applicable federal tax forms, including Extension forms pertaining specifically to concession business. The form shall be submitted to Contract Manager annually within seven (7) days of filing with the IRS.

Solution-Lone Star Tennis Company management agrees to submit a copy of any IRS form 1040, schedule C and all other federal tax forms in regards to concession business at the Austin Tennis Center within seven (7) days of filing with the IRS.

12.7 Independent Audit-Independent certified audits of Contractor's operations shall be submitted to City by the anniversary date of the contract each year. Contractor shall pay for the Annual Certified Audit out of its independent funds. Contractor may define the scope of the audit and recommend a firm to conduct the audit t be approved by the City. Audits will be conducted by a Certified Public Accountant. The audit report/statements will be submitted to the City directly by the Auditor. A copy of the audit report/statement will be provided to Contractor directly by the Auditor.

Solution-Lone Star Tennis Company agrees to hire a CPA to conducting an annual audit report/statement to be submitted directly to the City by the anniversary date of the contract each year. A copy of this report will be given to the Lone Star Tennis Company directly from the CPA for business records. All expenses accrued on behalf of the CPA regarding this report will be the responsibility of the Lone Star Tennis Company.

Insurance

Lone Star Tennis Company currently keeps and will continue to keep in full force and effect insurance outlined in Section 300, the Standard Purchasing Terms and Conditions, Paragraph 32 INSURANCE. The Pro Manager will provide a Certificate of Insurance prior to beginning work.

Worthan Insurance and Risk Management shall provide Worker's Compensation, Employee Liability Insurance and Commercial General Liability Insurance if Lone Star Tennis Company is awarded the contract of the Austin Tennis Center. Lone Star Tennis Company is in direct contact with Wortham Insurance agents who is our current insurance carrier for the Austin Tennis Center. Certificate of insurance is in place in addition to private commercial insurance.

Benefits

Providing health insurance and workers' compensation insurance for employees.

Willis of Texas, Inc is our point of contact to provide optional health benefits to our staff. Exact quotations and packages are in the process of being acquired. An insurance certificate for Workers' Compensation Insurance Coverage will be available upon award of Contract.

Minimum Livable Wages

In order to provide the highest quality staff available and a high retention rate, Lone Star Tennis Company voluntarily chooses to meet the newly proposed City minimum livable wage.

Status Full Time (F) Part Time (P)	Job Title	Hourly Wage	Type of Company Health Insurance	Workers' Compensation Insurance Coverage?
F	Pro Manager	Salary	BCBS-PPO available	Yes
F	Program Director	Salary	BCBS-PPO available	Yes
P	Pro Shop Accountant/ Bookkeeper	\$15.00	BCBS-PPO available	Yes
P	Office Manager	\$18.00	BCBS-PPO available	Yes
P	Pro Shop Attendant/ Stringer	\$11.50 average (after Stringing)	BCBS-PPO available	Yes

		Bonus)		
F/P	Associate Teaching Pros	\$50-\$65.00 / Hour	BCBS-PPO available	Yes

Part III. Program

Proposed Management Fee

In order to maintain the highest quality of management, staff, customer service, all insurance and certifications, and provision of services at the Austin Tennis Center in a manner that reflects positively and professionally at the Austin Tennis Center, Lone Star Tennis Company proposes the following management fee. In order to facilitate, manage, and oversee all pro center operations as Pro Manager, a billable monthly stipend of three thousand, five hundred dollars (\$3,500.00) each month for a total of thirty six thousand dollars (\$42,000.00) annually as management fee is to be paid to Lone Star Tennis Company. In addition, Lone Star Tennis Company would request to continue being considered and eligible for the **Productivity Award as defined in the Scope of Work; Section 10.0 Quarterly and Annual Evaluations.**

Lone Star Tennis Company is a fully staffed and established tennis consulting company. Initial capitol assets will be allocated for the Austin Tennis Center Pro Manager contract upon award. Below are time lines and descriptions of important benchmarks, milestones, and deadlines.

Description of Work by Task

- **Prior to start of contract**

Task 1: Update current equipment, furnishings, and protocols to successfully operate the Austin Tennis Center to reflect all contract changes.

Task 2: Update all vendors and service providers and renew equipment and sales contracts.

Task 3: Update and training of all staff on systems and routine upgrades and improvements regarding website, emails, and online court reservation system, and customer service protocols.

Task 4: Individual staff meetings.

Task 5: Final approval from Contract Manager

Task 6: Full compliance with applicable rules and regulations of federal, state, and local governing entities

- **Week 1 of Operation**

Task 7: Add additional programming

Task 8: All staff meeting and training

Task 9: Fully operational Pro Shop for business

Task 10: Re-branding Open House Event

Task 11: "Meet the Pro's Event"

Task 12: Contact and meet with all entities and league teams currently utilizing the Austin Tennis Center such as the WTTA, ATL, USTA League teams, and the Capital Area Tennis Association regarding current needs and plans for the future.

Task 13: Weekly Staff Progress Report Meeting

Task 14: Contract Manager Progress Report Meeting

- **Month 1 of Operation**

Task 15: Open Registration/Implementation of all Adult Programs

Task 16: Open Registration of Junior Development Programs

Task 17: Actively promote facility online reservation and registration process

Task 18: Implementation and promotion of guest retention / frequent player programs.

Task 19: Prepare and provide to Contract Manager monthly reports

- **Month 2 of Operation**

Task 20: Junior Development programs begin

Task 21: Implementation of original events

- **Month 3 of Operation**

Task 22: In-depth quarterly consumer needs analysis for Pro Shop services

Task 23: Expand Teaching Pro Staff/ Pro Shop Staff/ Stringing Technician as dictated by quarterly consumer analysis

Task 24: Expand variety of sales items and services available.

Technical Factors Considered in Section Above

Tasks 1-6 may begin when the Pro Manager contract has been awarded. Contracts with contract required insurances, credit merchant vendor accounts, Coca-Cola, Head/Penn, Babolat, Wilson, Yonex, and Prince have all been prepared and await final authorization. The majority of initial pro shop operation staff are currently on staff at the Austin Tennis Center. Lincoln Ward will oversee final selection of additional teaching professionals once Pro Manager contract has been established. Once awarded, in depth technical details with Contract Manager must be outlined such as format and protocol for all required documents including city deposits, requests for repair, monthly activity reports, and sales tax reports.

Tasks 7-14 are designed to create a positive impression of the renewed management and atmosphere of the Austin Tennis Center. The Austin Tennis Center will be fully operational and seamlessly transition into the first day of the new contract including all Pro Shop services and sales. The Austin Tennis Center will host a number of "Meet & Greet" social events throughout the initial week and into the following as need dictates such as customer appreciation BBQ's and Pro Shop Sales. The Austin Tennis Center teaching pros will also host a "Meet the Pro" social where ATC teaching pros will be available to mingle and conduct twenty (20) minute mini-lessons free of charge. This event will take place on the first Saturday of operations and will be scheduled as reservation permits. This event is designed to create a buzz for the tennis center as well as expand the existing lesson base. Traditional group workouts, classes, and mixers will be advertised to begin the second week of operation to allow potential participants to register. Lone Star Tennis management team will set up meetings with community tennis entities that currently utilize the Austin Tennis Center to address concerns, needs, and request for future usage in order to maintain positive working relationships. All on-duty staff will receive a daily briefing with the Pro Manager, Office Manager, or Program Director. The Pro Manager will meet with the Contract Manager to approve the progress reports and address concerns. All staff will meet Sunday at the close of business to discuss updates, policy adjustments, and upcoming goals.

Tasks 15-19 are important milestones for the direction of the facility programming. With the number of courts available at the Austin Tennis Center, Lone Star Tennis Company will have the resources and training to facilitate a large number of fun activities designed to introduce more players from the community to the sport of tennis. Excellent communication between staff and guests as well as a proper number of staff to meet the needs of our guests will be top priorities. This month of operation will help our programming team recognize and meet the demand of the guests. Guests are already familiar with the online court reservation system provided by Lone Star Tennis Company at the Austin Tennis Center. This will be our time to learn about additional guests service requests. The staff at Lone Star Tennis Company will set a high priority on educating our guests on the usage of the TennisConnect online court reservation system. There will be a maximum of eight (8) courts available for online reservations in order to allow those uncomfortable with the system to continue using the standard reservation methods. NJTL wristbands will begin being sold as a fundraiser for the City NJTL program. Lone Star Tennis Company will continue collaborating with the Andy Roddick Foundation to provide free programming to the community kids near the Austin Tennis Center over the summer months. This will be a permanent addition to pro shop sales. Initial progress reports will be generated and submitted in a format approved by the Contract Manager. All future reports will be given in the same format unless requested to do otherwise.

Tasks 20-21 are designed to meet the needs of developing players and to grow the game of tennis in the Austin and surrounding areas. Our coaching staff will work as a team to develop players for both adult and junior programs. Private, semi-private, and group lessons will be available at hourly rates as well as monthly rates. All requirements will be completed updated to keep the Austin Tennis Center promoted as a TIA official Tennis Welcome Center, a certified Cardio Tennis Site, and a USTA 10&Under tennis approved facility. In addition traditional programming, teaching pros will introduce original programming to help create a more inviting atmosphere such as family mini court tournaments, holiday BBQ/Tennis mixers, and guest appreciation holiday parties, Glow Tennis, and Movies on the Backboard.

Tasks 22-24 are designed to help better organize operations and maintain accountability. The management team will conduct a review of all operations and make adjustments if needed as well as promote/advertise accordingly. Staff adjustments and additions will be determined at this time in order to best meet the needs of Austin Tennis Center guests.

Junior Programming

In order to better service the players at the Austin Tennis Center, Lone Star Tennis Company will adopt a more modern business and payment model used most often with successful tennis academies and junior development programs outside of tennis where an reoccurring month tuition covers all programming cost. This system makes programming more affordable than individual lesson purchases as well creates an up front and foreseeable expense for parents. Individual lessons will continue to be available for guests on request. Programming breakdown is as follows:

TinyTots (3-6 Year)

Monthly Fee: \$90.00

Weekly 60min Group Clinics Offered Mon-Thurs& Sat

Weekly 30min Private Lessons Offered Mon-Sun

TinyTots Tennis will utilize the Quick Start Tennis Format developed and promoted by the United States Tennis Association. Age appropriate equipment including smaller nets and courts will be utilized for these programs. Our primary goal for TinyTots is to attract players ages 3-6 and their families to the game of tennis. TinyTots will promote “pre-tennis skills” including hand/eye coordination, spatial awareness, rudimentary swing techniques, and above all else, an experience of tennis as a lot of fun. Tennis equipment such as foam balls, balls suspended from cords and mini nets are used to allow younger players to experience success at their development level. TinyTots includes a structured program designed to move children quickly through the transitional stages of graduated equipment to full court tennis.

For best success, this monthly package will consist of four (4), sixty (60) minute, group clinics and four (4), thirty (30) minute, private lessons.

We recommend a maximum student to teacher ratio of 6:1, although a higher ratio is not discouraged by the USPTA. The energy and personality of the instructor is central to Little Tennis as it is the teacher’s responsibility to make sure every student loves playing tennis. In our experience, we have had an overwhelming success with nearly all of our TinyTots students’ skill development and enthusiasm for tennis.

While formal data is unavailable, it is our experience that juniors who participate in TinyTots or QuickStart Programs are very likely to stay connected with tennis programs at the same location in the future. In addition, we believe between the ages of 3-8 are the best times to begin because all players tend to share a similar level ability. Expectations and frustrations are lower. An additional benefit of starting early gives a great “head start” on the game, making the development of basic tennis skills less emotionally challenging. We believe that TinyTots is marketable to

an enormous segment of the Austin population. It offers a high-quality physical learning activity in a friendly, professional environment. TinyTots is a unique and valuable that is picking up momentum in the United States. We are confident that we can attract, retain, and increase the base of TinyTots customers. This will fuel the success of our intermediate and advanced junior programs as well as adult tennis programming as we will emphasize tennis as a family activity.

USTA 10&Under Tennis (7-10 Year) Monthly Fee: \$90.00

Weekly 60min Group Clinics Offered Mon-Thurs& Sat

Weekly 30min Private Lessons Offered Mon-Sun

*Optional to change to 1hr weekly private for an additional \$100.00/month

The teaching staff at Austin Tennis Center will utilize the USTA QuickStart format that has standardized the teaching structure and competition structured throughout the country. USTA approved equipment, balls, and nets will be used in order to meet the 10 and Under Training Facility compliances.

For best success, this monthly package will consist of four(4), sixty (60) minute, group clinics and four (4), thirty (30) minute, private lessons.

We recommend a maximum student to teacher ratio of 6:1, although a higher ratio is not discouraged by the USPTA. In addition to promoting a love for the game of tennis, this group will be introduced to low-key competition through inter facility match play, introductory play days, team competitions, and tournaments. These events will be utilized to help in the development of each player's technique.

Competitive Tennis (10&Up) Monthly Fee: \$140.00

Weekly 60min Group Clinics Offered Mon-Fri

Weekly 60min Private Lessons Offered Mon-Sun

*Option to change to weekly Group Clinics only for \$70/month

This is the intermediate and advance beginner level junior class. It is designated to be the next step for players after graduating from 10&Under Tennis and it is often the entry point for beginning and advanced beginning players of ages 11-17. Competitive Tennis emphasizes the learning of stroke fundamentals, tennis etiquette, score keeping, fitness, and fun. A typical Competitive Tennis session incorporates a warm-up, racquet coordination exercises, stroke instruction, and game play. Facilitated match play is conducted regularly.

For best success, this monthly package will consist of four(4), sixty (60) minute, group clinics and four (4), thirty (30) minute, private lessons. Players will be encouraged to join the Austin Tennis Center Team Tennis teams and compete in inter-facility match play as well as local tournaments.

USA Team Tennis **League Season Fee: Free with tuition**

Offered Saturdays and Sundays Times Vary
Spring & Fall League

This is a program designed by the United States Tennis Association to promote recreational and competitive league play at the junior level. It is administered by the Capital Area Tennis Association and will promote collaboration between the local community tennis association and Austin Tennis Center. The Junior Development program at Austin Tennis Center will field a variety of teams to participate in league matches both at ATC when court usage is minimal and away as visiting teams. This program is a necessary supplement to the junior development lesson programs.

ADULT PROGRAMMING

Cardio Tennis

Fee: \$14.00/Session

Offered Seven Days / Week

Obesity and heart disease are prevalent health problems in the US. More and more people are realizing the vital necessity of losing weight and improving their cardiovascular fitness. Cardio Tennis is a group activity designed to provide players of all levels, from total beginner to advanced, a high intensity cardiovascular workout. Cardio Tennis is instructed by a teaching professional. It involves high-energy tennis movements and ball striking exercises that are designed to maintain the heart rate at the optimum calorie-burning zone. It is a more enjoyable and engaging alternative to traditional modes of cardiovascular exercises such as treadmills and stationary bikes. Cardio Tennis is set to fun, upbeat music that attracts players to participate. Cardio Tennis is a nationally marketed program, which is endorsed by the USPTA and USTA. Cardio Tennis works well with a ratio of 1 instructor to 8 students on a court. The value of Cardio Tennis program coupled with the growing demand for a healthier Austin leads us to believe that there is an enormous potential for growth and expansion of Cardio Tennis. We are confident that many potential customers who otherwise would not play tennis can be drawn to participate in Cardio Tennis.

Adult Novice/Advanced Novice Classes**Fee: \$60.00/4-Week/session**

One Hour per Week (Offered Daily)

These are entry-level adult classes. They are designed to introduce adults to the game of tennis. Each week participants will focus on a different aspect of the game while participating in simulated point play and low-key competition. The Advanced Novice Class picks up where the Novice Class ends supplementing additional stroke development and technique with basic strategies while building consistency. Upon completion of both courses, players should be able to compete at an NTRP rating of 2.5 or 3.0. The goal of these courses is to introduce new players to the game in a fun and enjoyable manner.

Drop-In Tennis Clinics**Fee: \$12.00/ Session**

Clinics offered Daily

Drop-In Clinics will be set up as a workout or as a specialty clinic designed to highlight a specific stroke or strategy. These programs are flexible enough to allow players the luxury of same day registration, as space is available. Clinics will be available to players of all NTRP levels. Classes will vary from sixty to ninety minutes. The format integrates instruction, training, and game play. Specialty classes will include: Double Strategy for 3.0 and 3.5 players, Serve and Volley, Service Game Tune-Ups, Footwork Game, Mental Edge, and Spinning the Ball. Additional specialty courses will be considered as demand and request dictates.

Tennis Mixers**Fee: \$12.00/ Session**

Friday/Sunday Nights

Mixers are designed to promote positive playing experiences between opponents, partners, strangers, and ATC staff. It is also an important step for players new to tennis or the area to grow their personal tennis communities. Tennis Mixers will generally be held in evenings and weekends during low participation times. Participants can sign up in advance or that same day as availability allows.

The T.G.I. Friday Mixer is geared towards intermediate to intermediate-advanced players looking for an enjoyable evening of match play on the court. This program will promote doubles strategy and friendly competition.

Our Sunday mixers are designed for lower level players who do not have very much playing experience. This is a time where players can take comfort in the fact that everybody participating feels the same. This is a program for novice players to transition to competitive play.

Guest Appreciation / Holiday Mixer Fee: Free-\$15.00/ person
T.B.A.

These events are a combination of tennis mixers and guest socials where emphasis will split between on court activities and off court socializing. Each event will be focused on guest appreciation and customer retention. These events will vary between monthly tennis BBQ parties to Holiday themed dress up tennis mixers. Players and staff will interact, socialize, and play tennis together in order to help create and maintain a warm, inviting, and friendly atmosphere.

Private Lessons and Semi-Private Lessons Fee: Will Vary
Monday-Sunday

These classes are integrated the Junior Development program and are available to both juniors and adults. Working individually with a teaching professional provides a more intimate learning environment for players wanting more customized attention. This is the quickest way for players to learn sound mechanics and fundamentals. Lessons will be scheduled at the guest's convenience.

Grassroots & Community Involvement Programs

The Lone Star Tennis Company is a team comprised of many members with years of experience working within the Austin Tennis Community. We most recently teamed up with the Andy Roddick Foundation to introduce sixty (60) kids from the community surrounding the Austin Tennis Center to the sport of tennis for the entire month of July. We plan to continue this partnership and expand existing grassroots initiative programs and introduce new additional original events and services designed to promote community involvement and growing the game.

Tennis Scholarship Programs

Each semester, selected students will receive tuition and enrollment in the ATC Junior Development Program. Selection criteria will be based on financial on financial need, academic record, and individual circumstances.

Co-op Junior Development Program

This program is designed to assist at need High School juniors and seniors develop their tennis skills at no cost to them in exchange for working at the tennis center. Students learn work related skills, responsibility, and business experience while honing their tennis skills. The goal of this program is to develop youth tennis players into responsible young adults with applicable work experience.

National Junior Tennis League (NJTL)

As a product of the Austin NJTL program, Program Director, Lincoln Ward holds a special attachment to the NJTL summer tennis program. We will partner with the Local NJTL program; currently under the direction of Sarah Parnell of CTTA to help in any ways available from volunteering on court time to providing gently used equipment to those in need.

Traveling Tournament Team

Due to the increasing cost of junior tournament competition, not all players have the means or availability to travel and meet the tournament requirements to obtain higher level rankings and thus are unable to receive college scholarships. Under the leadership of Lone Star Tennis Company, our teaching pros will organize players and travel as a group to out of town tournaments, splitting the cost of travel, food, and lodging equally among the players. An arrangement has already been brokered with the Hyatt hotels to provide discounted rates for team lodging. This will not only bring down the total overhead for each player, but also free up the parent commitment to have to travel week in and week out. This program will also double as an advertisement plan as each player will be required to wear Austin Tennis Center apparel.

Lesson and Group Program Rates:

Junior Development

- | | |
|---------------------------------------|------------------------|
| • Private Lessons- | \$50.00-\$65.00/55min |
| • Junior Development Program Tuition- | \$80.00-\$250.00/month |
| • USA Team Tennis | \$100.00 Season |
| • Co-Op Scholarship Program | Scholarship Tuition |

Lessons and Adult Programs

- | | |
|--|--------------------------|
| • Private Lessons | \$50.00-\$60.00/55min |
| • Semi-Private (2) | \$35.00/player for 55min |
| • Drop-In Clinics | \$15.00/hour class |
| • Introductory Novice/Adv Novice Class | \$60.00/4-week course |
| • Lunch Rush Workout | \$10.00/class |
| • Cardio Tennis Clinic | \$15.00/class |
| • Mixers & Catered Socials | Prices will vary |

Merchandise & Services

- | | |
|--|-----------------------------|
| • Stringing Service | \$14.00 plus cost of string |
| • Racquets | \$26.00-\$280.00 |
| • Demo Fees: | \$4.00 per racquet; Free |
| when participating in adult lesson programs. | |

- Shoes \$50.00-\$150.00
- Balls \$3.50
- Accessories \$1.00-\$99.00
- Gripping Free-\$13.00
- Ball Machine Rental \$18.00/hour plus court fee
- Snacks and beverages \$.50-\$8.00

Fundraiser

Main Strings Tennis, LLC will host two annual Lessons for the Community days where twenty percent of all lesson fees less court fees taken day will be donated to nonprofit groups. Proceeds from the first Lessons for the Community day will go to the City's own National Junior Tennis League. Proceeds from the second Tennis in the Community Day will be donated to Lymphoma research groups.

Court Rental

***Courts may be reserved for 1½ hours for singles and 2 hours for doubles.**

Non-Prime Time

- Adult - \$2.75
- Junior (18 & Under)-\$1.50
- Senior (62 & Over)-\$2.50

Prime-Time / Holidays

\$4.00 per person-No Distinction of Age

Alternate Fees-

***Apply only when singles and doubles reservations are unavailable**

1 Hour \$3.00 per person

Quick Start Court Fees – 36" courts only

Juniors or Adults-\$2.75 per court per hour (Anytime)

Lesson Court Fees – Per Court Hour

- Juniors-\$2.00 (Anytime)
- Adults- \$3.00 (Non-Prime Time)
- Adults- \$4.00 (Prime Time)
- Quick Start 36" Courts- \$1.00 (Anytime)

Non-Prime Time Cards

- Non-prime time cards are valid January 1st-December 31st
- Non-prime time cards are valid only during Non-prime times.
- Complete payment is due in full at the time of purchase.

Non-Prime Time Cards Rate

- Senior Cards- \$200.00
- Adult Cards- \$300.00
- Junior Cards(Valid June 1st-August 31)- \$50.00

Non-Prime Time Cards purchased before May 1 will have no pro rated discount.

Non-Prime Time Cards purchased between May 1 and August 31st will be prorated to 75% of the full fee.

Non-Prime Time Cards purchased after September 1st will be prorated to 50% of the full fee.

Tournament & League Fees

Open Tournament- \$2.50 each court per hour

Closed Tournament-\$4.00 each court per hour (\$48.00 minimum)

Quick Start Tournament or League-\$1.00 each court per hour (36' Courts)
\$2.50 each court per hour (60" Courts)

Open Leagues (CATA,WTTA,AWTA)-\$4.00 each court per hour

Closed Leagues- A standard individual prime time court fee of \$4.00/person and non-prime time court fee of \$2.50/person will apply.

Payment of Court Fees

Lone Star Tennis Company will make available various methods of payment including cash, check, and credit card for the convenience of the guests. For those guests registering online, a credit card will be required to complete each reservation and will only be billed in the event of a failure to show up without cancellation.

- All payments of court fees will be required prior to using the court
- All participants must sign-in with the pro shop
- No cash refunds will be made after fees have been rung into the cash register.
- Backboard/practice wall is complimentary.

Rain Checks

A certificate valid for one (1) court fee will be issued for use at the Austin Tennis Center in the event where players have not been able to play 50% of reserved court time due to inclement weather.

Reservations for Regular Play

Lone Star Tennis Company will make available to guests the convenience of call-in, walk-in, and online court reservations. Lone Star Tennis staff have over seven(7) years experience with online reservation systems at the Austin Tennis Center. We will utilize the Tennis Connect reservation system, the preferred system of the Tennis Industry Association, to allow the convenience of making court reservations at all hours of the day. Only a limited number of courts will be available to reserve online to make allowances for those with limited access to computers or the internet. Those reserving online will be required to do so with a credit card in order to hold guests accountable for reservations made and to prevent no-show without previously calling to cancel by a Noon of the day of the reservation.

- Reservations are for tennis players only
- Reservations can be made by phone, in person, or online no more than 2 days in advance of the day beginning at Midnight for online reservations and at 8:30am for phone or walk-in reservations
- Only one Prime Time reservations may be made per phone call or by online registrant, unless making reservations on multiple days.
- Maximum reservation time is 1 ½ hours for singles and 2 hours for doubles. If the court is still available at the end of the reserved time, play may continue at no additional charge on unreserved time.
- Pro Manager shall attempt to maximize court usage to fill unplayable gaps to allow maximum number of participant usage.
- Players will be required to pay additional court fees if they are playing again on another reservation.
- Reservations will be accepted on the hour and half hour.
- Reservations may be forfeited if not claimed within 15 minutes.
- Phone and walk-in reservations will only be accepted during normal business hours.
- When only 1 person uses the court, it will be for one hour only and the charge will be \$3.00 for Non-Prime time and \$5.00 for Prime Time.
- Failure to cancel court reservations may result in the loss of privilege of advance reservations
- Reservations for annual cardholders must end by prime time or they will pay prime time rates.
- If any part of the reservation extends past 6:00pm Monday-Thursday or begins before 6:00pm on Saturday and Sunday, Prime time rates will apply.
- Continued abuse of reservation policy will result in advance payment for advance reservations. A written warning issued by the Pro Manager will be given to the guest as well as the City's Contract Manager before such measure will be taken.

Open/Closed Tournament Policy & Reservations

Lone Star Tennis Company will adhere to and enforce all policies regarding tournaments as found in the Operating Policies for Municipal Tennis Centers.

Open/ Closed League policy & Reservation

Lone Star Tennis Company will adhere to and enforce all policies regarding leagues as found in the Operating Policies for Municipal Tennis Centers.

Lessons

Lone Star Tennis Company shall assume responsibility for the provision of tennis lessons at the Austin Tennis Center. Instruction will length and programming types will be determined initially by the Pro Manager on the demand and request of the guests.

Lesson Courts

- The Pro Manager shall be permitted to give instruction only on their contracted facility
- The Pro Manager shall be permitted the use of 4 courts for lessons on weekdays before 6:00pm and 2 courts for lessons on weekdays after 6:00pm. However, lesson court usage before 6pm may be increased provided courts are available through slow general public usage and with prior authorization by City's Contract Manager.
- Organized leagues are not considered part of the "lesson courts."
- Unutilized lesson courts must be released by noon of that day if lessons are not booked. Pro Manager will assume responsibility for paying court fees on any unused lesson courts not released by noon.

Non-Prime Time Card Policy

Lone Star Tennis Company will adhere to and enforce all policies regarding Non-Prime time cards as found in the Operating Policies for Municipal Tennis Centers.

Prime Time Policy (Including City of Austin Holidays)

Lone Star Tennis Company will adhere to and enforce all policies regarding Prime time policies and City observed holidays as found in the Operating Policies for Municipal Tennis Centers.

A.I.S.D. High School/Middle School Requests

Lone Star Tennis Company will adhere to and enforce all policies regarding A.I.S.D. reservations and events as found in the Operating Policies for Municipal Tennis Centers.

College/University Court Usage

Courts are scheduled upon availability and Adult Court Fees are charged- \$4.00/Court per hour (Non-Prime time only) and \$6.00/Court per hour for Prime

time. We will make every effort to strengthen relationships and collaborations with all university tennis teams.

General Policies

Lone Star Tennis Company will adhere to and enforce all policies regarding general policies as found in the Operating Policies for Municipal Tennis Centers.

Income Statement

Three Year Forecast

Revenue	Year 1	Year 2	Year 3
City Stipend	\$42,000.00	\$42,000.00	\$42,000.00
Court Fee Collected	\$14,000.00	\$18,000.00	\$20,000.00
Pro Shop Revenue			
Racquets	\$1,300.00	\$1,600.00	\$1,900.00
Accessories	\$2,000.00	\$2,500.00	\$2,800.00
Balls	\$3,000.00	\$3,200.00	\$3,600.00
Services			
Stringing	\$6,240.00	\$7,280.00	\$8,520.00
Grips	\$1,360.00	\$2,080.00	\$3,220.00
Ball Machine	\$1,000.00	\$1,700.00	\$2,100.00
Concessions	\$3,900.00	\$4,150.00	\$4,500.00
Tennis Programming	\$11,000.00	\$18,000.00	\$22,000.00
Tournaments	\$1,100.00	\$1,100.00	\$1,100.00
Total Revenue	\$83,900.00	\$101,610.00	\$111,740.00
Cost of Goods Sold	Year 1	Year 2	Year 3
Court Fee Remitted to City	\$14,000.00	\$18,000.00	\$20,000.00
Pro Shop Revenue			
Racquets (75%)	\$975.00	\$1,200.00	\$1,425.00
Accessories (60%)	\$1,200.00	\$1,500.00	\$1,680.00
Balls (66%)	\$1,980.00	\$2,112.00	\$1,848.00
Services			
Stringing (33%)	\$2,059.00	\$2,402.40	\$2,811.60
Grips (60%)	\$816.00	\$1,248.00	\$1,932.00
Ball Machine (0%)	\$0.00	\$0.00	\$0.00
Concessions (60%)	\$2,340.00	\$2,490.00	\$2,700.00
Tennis Programming (75%)	\$8,250.00	\$13,500.00	\$16,500.00
Tournaments (65%)	\$715.00	\$715.00	\$715.00
Total Overhead from Sales	\$32,335.00	\$43,167.40	\$49,611.60
Insurance Costs	\$2,100.00	\$2,300.00	\$2,500.00
Staffing Costs	\$38,220.00	\$40,000.00	\$42,000.00
Advertising Costs	\$2,000.00	\$2,000.00	\$2,000.00
Janitorial Costs	\$2,200.00	\$2,200.00	\$2,200.00
Total Overhead	\$76,855.00	\$89,667.40	\$98,311.60
Total Profit	Year 1	Year 2	Year 3
	\$7,045.00	\$11,942.60	\$13,428.40

Statement of Compliance

Lone Star Tennis Company and Pro Manager Candidates, Lincoln Ward has reviewed and complied with the terms outlined in the Request for Proposal RFP 8600 SLW0501. Lone Star Tennis Company and Lincoln Ward are also familiarized and in compliance with all governing entities including Federal, State, and City.

Lincoln Ward

**Lone Star Tennis Company
July 23, 2015**

City Registration

City Registration requirements are met:

Tax ID and Legal Business names a have been obtained
DUNS Number has been obtained
All Contact Information is on file and ready for execution of City
Registration

Policies And Procedures

Hours of Operation

Austin Tennis Center will have the following hours:

March 15 th -September 15 th	8:30am-10:00pm (7 Days a week)
September 16 th -March 14 th	9:00am-9:00pm (7 Days a week)

Holiday may have adjusted schedules. Any changes in hours will be by City's Contract Manager and will be posted two weeks in advance.

Employee Training

All front desk employees will be trained by Office Manager on the daily operations of the Austin Tennis Center. Training will include, but not be limited to the following:

Opening of Tennis Center

- Unlock Pro Shop door and disarm alarm.
- Turn on all lights.
- Remove money from safe and count money to ensure accuracy.
- Place money into cash register.
- Turn on computer and open all relevant software programs.
- Make sure Pro Shop is organized and ready for operations.
- Check bathrooms for cleanliness and turn on lights.
- Fill coolers with ice and water.
- Unlock all gates to courts.
- Pick up any trash on courts and in the parking lot and facility grounds.
- Ensure appointment sheets are updated and match the Tennis Connect online court scheduling system and be familiar with appointments.
- Move any reservations around to different courts if necessary to optimize court usage.

Cash Register

The Pro Manager will train all Front Desk employees on the daily cash register operations. The following is a general guideline for daily procedures involving the cash register.

- All Front Desk staff are responsible for cash register on their shift.
- Count all money and change before the beginning of shift and write down the amount on closing envelope.
- Place all money in correct slots within the cash register.

- Check cash register receipt dispenser and replace paper if necessary.
- At the end of the shift, place all money in the closing envelope and write down the following:

Cash

- Write down total amount of cash including change on Register Receipt Form.
- Sign Register Receipt form detailing amount of cash collected on shift
- Place cash in deposit bag and place into safe.

Checks

- Write down total number of checks on Register Receipt Form.
- Place all checks into to the deposit bag and into the safe.

Credit Cards

- Write down total number of credit card transactions on the Register Receipt Form.
- Place credit card receipts into the deposit bag and place into safe.

Reservations

- Reservations for courts can be made no more than two days in advance.
- Reservations may be made in person, by phone, or via Tennis Connect online reservation system.
- Reservations may be made on the hour and half hour only.
- Reservations are forfeited if not claimed within 15 minutes of appointment time.
- Answer the phone by the third ring with, "Thank you for calling the Austin Tennis Center. This is <NAME>, how may I help you?"
- Be friendly and inviting to all callers. You are the first point of contact for the Austin Tennis Center.
- In order to make a reservation, take the guest's name ad the name of opponent, phone number of the guest making the reservation, reservation time, and whether the reservation is for singles or doubles.
- If caller requests class registration, utilize the junior or adult lesson book to add registration to appropriate class roster and time. Collect credit card information to finalize registration.
- When guest(s) arrive, check of name(s) on appointment sheet and online court scheduler.
- Inform player(s) or student(s) of court number assignment.

- From 4pm-6pm you are required to call all next day's players as a courtesy to remind them of their scheduled time.
- Appointment sheet is for staff only! Guests may not write on appointment sheets.

Payment of Court Fees

- Payment of court fees must be made prior to use of courts.
- All players must check in with the Pro Shop
- Court fees are payable for use of a court for the standard period of time.
- No cash refunds will be made after fees have been entered into the cash register.
- There will be no charge for use of the backboard.

Rain Checks

Rain Checks can be issued for court fees where players have not been able to play for at least 50% of the reserved court time due to inclement weather.

Pro Shop

- Front Desk staff must monitor and supervise Pro Shop and courts.
- Make sure Pro Shop is kept neat and organized at all times.
- Make sure there is enough of each item in stock. If not, stock item and inform Office Manager.
- Become familiar with all items available for purchase. If you are asked your opinion on an item, never say anything negative about the products. Give your preference and a reason why you prefer that item.
Example: "I prefer Penn balls because they seem to last longer."
- When ringing up a guest, make sure you give a receipt of items purchased.
- Customer priority:
 1. Customers with reservations.
 2. Small purchases
 3. Lengthy transactions
- Should you encounter an unsatisfactory customer, follow Customer-Complaint Resolution procedures.

Racquet Stringing

- Fill out Racquet Stringing Request form with all relevant information and staple to racquet.
- Name, Phone number, string tension, string tension, and signature of release are mandatory information required before string services will be provided.

Cleanliness of Tennis Center

All areas of the Tennis Center shall be clean and presentable at all times. It is the Pro Shop Attendants responsibility to ensure the Tennis Center areas are maintained in a professional manner. Daily and as needed cleaning duties include, but are not limited to:

- Clean all counter tops and tables.
- Vacuum/mop all floors designated for business.
- Empty trash receptacles and replace liners.
- Remove all waste from site to dumpster.
- Clean and sanitize bathrooms.
- Remove all litter and rubbish from grounds.
- Ensure tidiness of Pro Shop

General Policies

- Participants, visitors, and spectators use the Tennis Center at their own risk.
- Shower facilities are for paying customers only.
- Participants, visitors, and spectators are expected to behave in an acceptable manner.
- Discipline problems or those who exhibit disruptive behavior will be asked to leave the premises.
- Alcoholic beverages will not be permitted to be sold at the Tennis Center at any time.
- Proper tennis shoes must be worn at all times.
- Wheelchair players must have sports tires on chair.
- Proper tennis etiquette should be observed.
- All cell phones should be in silent mode if they are disturbing other players.
- Place all litter in containers prior to leaving the court.
- Damage to court or court equipment is a violation of city ordinance and players may be held liable for damages.
- Shoes and shirt must be worn in Pro Shop.
- Neither the city nor Pro Manager is responsible for items left at the Tennis Center.
- Children eight and under must have direct adult supervision.
- Pets must be on leash and well behaved at all times or players will be asked to leave and no refund will be given.

Complaint Resolution Procedures

It is the policy of Lone Star Tennis Company and the Austin Tennis Center to treat all customers consistently and fairly.

It is the company's policy to require all staff to sign an agreement indicating that they are knowledgeable about, and will abide by our customer service standards. Our staff is trained to offer assistance and services to all guests in a fair, equitable, and consistent manner during the performance of their jobs.

The Pro Manager has appointed the Office Manager the responsibility of receiving, reviewing, and resolving all minor guest complaints in a timely and fair manner. Should the Office Manager be unable to resolve a guest complaint, the Pro Manager will receive the complaint and ensure a timely resolution. Further, the Pro Manager monitors customer complaints for common occurrences and will actively seek solutions to keep customer complaints to a minimum.

Upon receipt of the guest complaint from the Front Desk Staff, the complaint is directed to the Office Manager. The Office Manager will resolve the complaint in the fastest manner possible. A log will be maintained by the Office Manager documenting the name of the complainant, date the complaint was received, nature of the complaint, resolution, and date of resolution. These documents are available to the City's Contract Manager at request.

All Front Desk Staff will be trained to handle all minor customer complaints.

City Intervention and/or Mediation

If a situation arise in which a complaint cannot be satisfactorily resolved by the Pro Manager, The City Contract Manager will be promptly contacted to act as mediator for the dispute. A written report of the concern or complaint will be provided to the City Contract Manager containing actions taken to correct it.

Handling Customer Complaints

Lone Star Tennis Company views a guest complaint as a way to improve business practices. We continually strive to improve our services to guests and stress the importance of exceptional service expectations from our staff.

The Following is protocol for handling guest complaints

- Thank the Guest- Set the right tone with a smile. Make eye contact and keep body language positive and attentive. Show that the complaint is a major concern.
- Tell the guest that you appreciate them telling you about the issue. Let them know that you see this as an opportunity to fix a problem.

- Apologize on behalf of the organization as soon as you understand the nature of the issue. Do not apologize before hand, as this can look insincere. Be aware that , while you may not be accepting personal responsibility, you are accepting responsibility on behalf of Lone Star Tennis. You can also sincerely apologize in a sense of showing concern for someone's misfortune.
- Assure the customer that the complaint will be resolved to their satisfaction.
- Ask for information- Get the minimum information you need to solve the problem, but get all you need the first time so the guest does not need to repeat themselves. Use the Guest Service Complaint Resolution Form. Do not have the guest fill out the form. If possible, identify the result the guest will find acceptable.
- Take immediate action- speedy resolution of a problem is one of the best ways to retain guest loyalty.
- After you have reached a resolution, verify that the guest is satisfied even if this requires follow-up information.
- Inform the Office Manager immediately of any guest complaints.

Austin Tennis Center Guest Complaint Form

Date: _____

Name: _____

Address: _____

Phone: _____

Complaint:

--

Date: _____

Resolution:

--

Customer Service & Sensitivity Training

Lone Star Tennis Company, currently uses and will continue to utilize, if awarded management of the Austin Tennis Center, You're Hired – The Basics of Customer Service, a DVD by Triune Arts. This training video clearly defines Customer Service, teaches strategies to deal with difficult customers, teaches the meaning of teamwork, how to hand guest objections and complaints, and how to deal with your boss.

This training video is used with all new staff orientation and training routines.

Marketing Plan

1) Develop and promote the image of an inviting, management. Portray the Austin Tennis Center as fun, popular, welcoming, sheek, and professional. Promote awareness within the community as well as attract players from all parts of Austin. Offer features that are unique to the Austin Tennis Center.

- Develop a Austin Tennis Center website including
 - Hours of operation
 - Thorough information about the facility, staff, and management.
 - Event and Scheduling
 - Lessons and Programming
 - Tennis Tips
 - Austin Tennis Center news
 - Link the website to helpful tennis sites such as USTA Texas Section and the TIA website.
- Promote and educate guests on the use of the Tennis Connect online reservation system and the benefits of use.
- Utilize social media outlets like Face Book, Twitter, Insta-Graham, and Yelp as tools to keep tennis players informed and to help increase overall the digital footprint of Austin Tennis Center.

2) Hold multiple "Meet the Staff and Player" socials and BBQ. Offer food, tennis, music, and other activities. Explore using prominent radio stations to broadcast onsite. Continue to work with the Austin Aces and other high exposure organizations to help expand player base and programming during low traffic times. Chris Swenson is already the recognized sponsor and advertiser for the Austin Aces.

3) Furnish and design the Pro Shop interior to create a professional, exciting, and fun environment.

- Decorate the interior of the Pro Shop with artwork, photos, and posters.
- Display racquets and other tennis merchandise prominently.

- Provide large bulletin board displayed prominently, regularly updated, where customers can get Austin Tennis Center news and information as well as post their own communications.
 - Arrange a flat screen TV so as to show tennis matches and host championship parties. Cultivate an atmosphere as a great place for tennis players to congregate and watch tennis. Host promotional events like Breakfast at Wimbledon viewing parties.
 - Create and furnish inviting outside lounging areas for tennis patrons to congregate and watch tennis.
- 4) Continue to brand the Austin Tennis Center and Lone Star Tennis Company as the premier tennis destination in Austin. The more people that wear the ATC brand, the faster it will be viewed as the place for tennis.
- Utilize the Lone Star Tennis Logo on T-Shirts and promotional items.
 - Give branded t-shirts away to all junior camp participants (limited to one per player)
 - Partner with local graphic artist to create unique, decidedly Austin designs for shirts and apparel.
 - Periodically send out mailers to tennis subscribers to include tennis programs and events along with branded items like magnets and pens.
- 5) Contract local sports organizations like Fit Magazine and the Austin Aces for articles and publications.
- 6) Contact local charities and donate free private lessons or programs for silent auctions charity events.
- 7) Keep up to date the Austin Tennis Center as a National Tennis Welcome Center, Official Cardio Tennis Site, and as an approved USTA 10& Under facility.
- 8) Develop a list of major Austin area employers and make contact with wellness officers or management and offer programs at the Austin Tennis Center to utilize under-utilized times.
- 9) Expand the monthly e-newsletter that will go out to all registered users of the TennisConnect online registration system.
- 10) Contact the local community leaders and neighborhood associations and request an opportunity to send an email to their members offering promotionals.
- 11) Attract prominent and reputable teaching professionals and staff to attract clients.

Part IV. Project Management Structure

Lincoln Ward will act as the primary authorizing negotiator and direct liaison to the Contract Manager of the Parks and Recreation Department. He will report to the Contract Manager any necessary repairs as well as providing all necessary financial and tax documents. In addition, Chris Swenson will oversee all financial and business matters regarding operations from approvals for new programs and court usage to customer service issue and improvements. A suggestion box will be utilized to help gather relevant comments and requests. He will administrate programming and maintain cohesiveness between shop staff, programming staff, and contract compliance.

Lincoln will oversee the tennis staff, quality, diversity, and instruction of programming. He will develop and implement tennis events, programs, and mixers through review and assessment of guest demand, feedback, and requests.

Elisama Aleman, as Office Manager, will oversee all office functions and report directly to the Pro Manager. She will manage the front office staff including employee training, enforcing policies and procedures, and upholding the standard of practice expected for customer satisfaction and business organization. In addition, she will oversee all court reservation, collection of fees, generation of daily, weekly, and quarterly financial reports, and payroll. Elisama will facilitate staff meetings and encourage positive communication, build teamwork, and growth for exceptional guest care.

Harold Ward, as Pro Shop Accountant/Bookkeeper will report directly to the Pro Manager. Harold will be responsible for the accounting and organization of financial matters primarily in regards the reporting of court fees, productivity reports, and all city/state/federal tax requirements.

City of Austin

**Parks & Recreation
Department
Contract Manager**

**Lincoln Ward
Pro Manager
Caswell Tennis Center**

**Chris Swenson
Financial/Business
Advisor**

**Harold Ward
Accountant /
Bookkeeper**

**Elisama Aleman
Office Manager**

**Michael Scott
Rodriguez
Teaching Pro**

**Eric Garcia
Shop Attendant /
Racquet Technician**

**Jonathan Ninh
Teaching Pro**

**Cynthia Morales
Shop Attendant/
Racquet Technician**

**To Be Determined
Teaching Pro**

**To Be Determined
Shop Attendant/
Racquet Technician**

**To Be Determined
Shop Attendant/
Racquet Technician**

Part V. Prior Experience

Lone Star Tennis Company has implemented a team of highly skilled and motivated personnel to execute its vision for the Austin Tennis Center. Lone Star Tennis brings to the Austin Tennis Center a unique and versatile background of business management, accounting, world-class tennis, resort quality customer service, tennis pro shop expertise, and unsurpassed instructional experience.

As Pro Manager, Lincoln Ward has many years of experience as a business manager, tennis player, tournament director, teacher, and coach. Lincoln Ward has over sixteen (19) years experience in all areas of Pro Shop Operations. The majority of this experience has been working specifically with City of Austin municipal tennis center operations. His tenure includes Pharr Tennis Center, Caswell Tennis Center, Austin High Tennis Center, and most recently Pro Manager of the Austin Tennis Center. He was a former pro at the John Newcomb's Tennis Academy and Head Coach for the Concordia University Tennis Team. He also currently directs tennis programs for the Hyatt Lost Pines Regency Resort and Spa. Throughout this time he has worked with a variety of tennis court reservation systems, sales and operating systems, and pro shop management models. He was also the first to introduce an online court reservation system to a City of Austin tennis center, which is currently in use at the Austin Tennis Center. He has experience in pro shop office management and is aware of the required janitorial and preventative maintenance needs of a municipal tennis center. He has experience working with and developing programs for every level of player from beginner to collegiate caliber. He has developed programs to meet the needs of juniors and adults alike. He has actively participated in USTA and USPTA recommended programs like Team Tennis and USTA Leagues. He has coached teams from every level to city or state titles. He is an active USA School Tennis Clinician for the USTA. He has received multiple awards for outstanding programs and coaching from organizations like the USTA, CTTA, CATA, Austin Independent School District, and the Austin Chronicle. Most recently, he was awarded a grant from the Andy Roddick Foundation and brought an inner city youth sports program to the Austin Tennis Center where he worked with sixty (60) community kids to introduce them to the game of tennis, providing transportation, snacks, water bottles, and bags for every participant free of charge.

Chris Swenson, as business/financial advisor received his B.A. from Yale School of Management. He has run several venture capital backed companies and served on the board of several companies as well as non-profit entities. He serves as a Trustee of Felician College in Rutherford, NJ and head the school's Athletic Advisory Committee. In Austin, Mr. Swenson helped create a startup food venture, called Svantes Stuffed Burger, that is now the official food truck of

the Austin Aces, Austin's own World Team Tennis and the Austin Spurs, Austin's own professional tennis team. The company is in the process of opening a restaurant in Round Rock. Ironically, Mr. Swenson's great, great, grandfather was the first Swedish immigrant in Texas and Austin and his cabin is enshrined at Zilker Botanical Garden. In his early tennis years he was the captain of the Yale Men's Tennis Team and later the coach of the Women's Varsity team that finished 18th in the country. While at Yale he founded and directed an inner-city tennis program that became a model for other programs throughout the country. He was a member of the US President Cup Collegiate Team that was victorious in Wimbledon. In the late 1970's, he was a teaching pro and Junior Program Director at the Allaire Racquet Club in Wall, New Jersey, which turned out several nationally ranked tennis players. More recently, he has been the director of the New Jersey State Championships in Kearney, New Jersey. This past years, he was ranked as high as 19th in the country in 60 and over singles and in the top 15 in doubles. His wife and he recently won the 55 and Over Mixed Doubles event at the National Level 2 tournament at the World Tennis Center at Lakeway, Texas.

As accountant/ bookkeeper, Harold Ward brings many years of experience. He has worked with the Internal Revenue Service for over ten (10) years in accounting, project management, and customer relations. He holds a Bachelor's degree in Business Management from the University of Texas at Austin. He has experience with retail business, inventory tracking, accounts receivable, reconciliation of bank and payroll taxes.

As Office Manager, Elisama Aleman has over twelve (12) years of experience in staff management, training, and customer service skills with the Austin Independent School District. She holds a degree in accounting and bookkeeping. She has experience in retail sales and requisitions and excels in office management and organization. She has experience in development and training of customer service standards and best practices for staff. She has undergone multiple trainings and is an AISD trainer herself in working relationships and co-worker, team building skills.

As a USPTA certified teaching Pro, Jonathan Ninh will be a great asset for guest to improve their tennis skills. His enthusiasm and energy has been integral to his long list of accomplishments. He has experience developing juniors to the top levels in state competition. He currently runs multiple highly successful junior development programs at the Austin Tennis Center and the surrounding areas.

The combination of education, elite tennis, program development, and business expertise help make the Lone Star Tennis Company an unprecedented team to represent the City of Austin in the management of the Austin Tennis Center. This

team of individuals will attract participation and enhance the growth of tennis while providing an unparalleled experience each guest.

Part VI. Personnel

Lincoln Ward- Pro Manager/Authorized Negotiator (Full Time)

- Interface between Contract Manager and the Austin Tennis Center
- Maintaining Required Insurance and Contract Compliance
- Fund Raising Coordinator
- Manage and Supervise Office Manager/Staff and Program Director
- Oversees all Vendor Relations
- Oversees all Customer Service Protocols and Any/All Related Issues
- Oversee the Hiring, Training, and when Necessary Termination of staff
- Oversee Maintenance and Upkeep of Facility
- Implementation of Facility Programs to Include Adult and Junior Lessons, Clinics, Mixers, & Leagues
- Manage, Supervise, and Train all Teaching Staff
- Teach Private and Group Tennis Lessons
- Implementation and training of Customer Service Protocols
- Interface between Community Tennis Associations and Other Local Tennis Programming Entities

Chris Swenson- Financial/Business Advisor (Full Time, As Needed)

- Implementation of Best Business Practices
- Organize and Implement Marketing Plan
- Local and National Tournament Coordinating and Directing
- Ensure Compliance with Governing Bodies including Federal, State, and City

Harold Ward-Pro Shop Accountant/Bookkeeper (Part Time, As Needed)

- In Charge of Payroll
- Book Inventory
- Quarterly Employment/Sales Tax
- Accounts Payable and Receivable
- Set-Up and maintain Point of Sale Software
- All Accounting and Balance Sheets
- Organize Deposits and Banking

**Elisama Aleman-Office Manager
(Full Time)**

- Implement Marketing Plan
- Supervise Staff: Interview, train, Schedule, Hire, Terminate
- Open Facility
- In Charge of Payroll
- Enforce Office Policy and Procedures. Product Knowledge
- Physical Inventory, Orders, Returns
- Ensuring Competitive Market Pricing for Products and Services
- Vendor Relations

**Pro Shop Attendant/Racquet Technician
(Part Time, As Needed)**

- Interact with Customers presenting Caswell Tennis Center in a Positive Light
- Opening/Closing Facility
- Answering Phones
- Scheduling/Confirming Appointments and Reservations
- Continuously Monitor the Online Reservation System
- Run Register and Collection of Court Fees
- Sell Merchandise and Build Knowledge of Current Products
- Learn About the Guests/ Customer Knowledge
- Stock Merchandise
- String Racquets
- Daily Inspection of Facility and Maintain Standards of Cleanliness/Tidiness
- Fill Community Water/Ice Containers
- Complete Janitorial Duties Inside and Around Facility Grounds as well as in the Parking Areas

Pro Shop Attendants

- | | |
|----------------------|-----------------------------------|
| • Elisama Aleman- | Office Manager |
| • Harold Ward- | Pro Shop Accountant/Bookkeeper |
| • Michael Rodriguez- | Shop Attendant/Racquet Technician |
| • Eric Gonzales | Shop Attendant/Racquet Technician |
| • Cynthia Morales | Shop Attendant/Racquet Technician |

Teaching Staff

- **Jonathan Ninh - USPTA Certified Teaching Pro
(Full Time/As Needed)**
- **Michael Scott Rodriguez-USPTA Certified Teaching Pro**
- **T.B.A. (Full Time / As Needed)**

Lincoln Ward

W: 512.928.8119

H: 512-769-6684

lincolnward@playATCtennis.com

7800 Johnny Morris Road, Austin Texas 78724

Objective

To manage and develop innovative tennis programming focused on exceptional teaching and coaching of all ages ranging from beginners to nationally ranked and collegiate caliber athletes.

Education

1995-1999 University of Texas @ Austin Austin, TX
• Computer Science / Electrical Engineering

Accreditations

- Tennis Pro for Over 20 Years
- Director of Tennis Operations for 10 Years
- Former NCAA Head Coach
- USPTA Certified for over 15 Years
- Racquet stringer/technician for over 10 years
- NTRP 5.0 Level Player
- Director of the USTA 2012 10&Under Facility of the Year Award
- 2011 USTA Volunteer of the Year Award
- 2009 Capital Area Tennis Assoc. Pro of the Year
- 2004 "Education in Sports" Presenter at the 21st Century After School National Conference
- USTA School Tennis Assembly Clinician
- Limited Spanish
- Experience training coaches in Soccer, Tennis, Flag Football, T-Ball, Basketball and Chess

Experience

2008-Current Austin Tennis Center Austin, TX
Director of Tennis/Head Pro
• Manage facility annual budgets and Pro Shop operations
• Design, implement, and oversee all tennis programming
• Manage teaching pros, shop staff, and all facility maintenance needs
• Teaching Private and Semi-Private lessons for adults and juniors
• Develop and oversee all ranked juniors within the JD Program
• Supervise, train, and provide quality assessments of all racquet stringing and stringers.

2011-Current Hyatt Lost Pines Resort and Spa Austin, TX
Head Pro

- Design, implement, and oversee all tennis programming
 - Teaching Private and Semi-Private lessons for adults and juniors
- Responsible for program development and growth of guest participation
(Ex. Glow In The Dark Tennis)

1998-2010 Lone Star Tennis & Athletics Austin, TX
Founder/Coordinator/Director

- Grant writer and advertisement of sports programs for children in afterschool programs
- Program and curriculum development for School's Programs
- Coaches Training and development
- Coordinate league play with local elementart schools
- Oversee and administer annual budgets and a staff of over 20 coaches in over 3 schools.
- Founder of the 21st Century After School Olympics
- Coordinate contracts with the the Austin Independent School District

2004-2008 Caswell Tennis Center Austin, TX
Tennis Pro

- Responsible for adult private and semi-private lessons as well as league play ar mixers for all levels.
- High Performance coach for the Junior Development Program

2002-2004 Concordia University Austin, TX
NCAA Head Coach for the Men's and Women's Tennis Teams

- Manage annual budgets
- Design, implement, and all tennis development for collegiate players
- Scheduling, traveling, and supervising all inter-collegiate match play
- Recruitment and scouting
- Maintain working relationships with donors and boosters

1995-2003 Pharr Tennis Center Austin, TX
Tennis Pro

- Assist in junior development programs
- Teaching private and semi-private lessons.
- Coordinate tournaments
- Design and advertisement of tennis programs

References are available on request

Christopher B. Swenson

Shortened Resume for PDF

Experience

President, Swenson Ranch Direct, LLC

2013-Present

Founded/managing company selling all natural grass fed beef to consumers via various channels, primarily in the Austin, Texas area.

President, North Jersey Tutors

2004-2012

Founded and managed supplemental education company for K-12 students in New Jersey. Hired, trained and managed over 100 teachers.

President, Business and Trade Network, INC

1999-2003

Founded and grew Internet affinity marketing company. Raised over \$20 million from prominent venture capital firms. Clients included AAA, AARP, American Federation of Teachers. Company named New Jersey Technology Start Up of the Year 2000 by the NJ Technology Council

President, Barnegat Communications, INC.

1993-1998

Managed and grew venture capital backed weekly newspaper chain in southern New Jersey. As publisher was twice given NJ Press Association annual award for Public Service Journalism.

Chief Operating and Chief Financial Officer, Corsoft, INC.

1988-1992

Established systems and procedures for venture capital backed pc software company. Clients included Bell Labs, Merck, and AT&T. Merged company with another company and the new entity went public as Programmers Paradise.

Investment Banker, Corporate Finance, LF Rothchild and Alex Brown

1984-1988

Worked for 2 Wall St. firms specializing in private placements, IPO's M&A, etc. for technology companies, particularly software companies. Participated in over 100 financial transaction with client firms.

Senate and Campaign aide for US Senator Bill Bradley

1978, 1984 campaigns. Washington DC Senate staff 1978-1980

Performed a variety of tasks for US Senator, including speech writing, surrogate speaking, advance work, etc.

Women's Tennis Coach, Yale University, 1977-78

Team finished 18th in the US in final coaches poll. Won all matches in the Ivy League. Successfully recruited top players to build a strong foundation for future teams. Left to work for Bill Bradley.

Education **Yale School of Management, Masters in Public and Private Management, 1982**

Highest class score in Quantitative Analysis, President Speakers Club

Yale University, BA. 1975

Captain Men's Tennis Team, 4-year letterman. Member Residential College Student Council. Founder, New Haven Parks and Rec. Inner City Youth Tennis Program.

Not for Profit **Felician College**, Trustee; **Montclair Baseball and Softball Club** (founder,
Board president 1999, left board in 2013) **Red Cross of Monmouth and Ocean**
Memberships **Counties** 1993-96; Ocean County Hospital Foundation 1990-1994; **Arlington**
(Representative) **Players Club** (100-year old tennis club) 2011-2014

Elisama Aleman

Objective

To Seek a position where I may use my technical skills, operations and staff management training, and personal qualities to work for the success of my employer.

Summary of qualifications

Technical Skills

- Interpersonal Skills
- Customer Service Operations
- General/Special Journals
- General Ledger
- Telephone Technique/Etiquette
- Accounts Receivable/Payable/Payroll
- Computerized Accounting Systems
- Typing over 45 WPM
- Business Communication Skills
- Computer Software: QuickBooks, Point-of-Sale, Microsoft Operating Systems Office Suites, Adobe Photoshop, Microsoft Publisher
- Bilingual (Spanish)

Education

1998 - 2000 Southern Careers Institute Austin, Texas
Computerized Bookkeeper Specialist
• 3.6 GPA at Graduation

Languages

Proficient in Spanish, English, and Portuguese

Professional experience

2004 - Present Austin Independent School District Austin, Texas
Ace After School Program Manager for Pickle Elementary
• Develop and manage after school programs for Pickle Elementary
• Manage and oversee fiscal budget
• Payroll
• Staff training
• Staff supervision
• Vendor relations and contracts
• Bookkeeping/Accounting

2002-2004 Lone Star Tennis Company Austin, Texas
Program Supervisor / Accountant
• Process payroll

- Maintain financial records
- Accounts payable/received
- Staff training
- Instructor scheduling
- Quality Control

2000 - 2002

Allen Elementary School(AISD)

Austin, Texas

Attendance Clerk/Bookkeeper/Front Office Staff

- Managed attendance reports for the school
- Maintained records for financial transactions
- Created and maintained financial forecasts for fiscal year.

References

References area available upon request.

Michael Rodriguez

Objective

To further develop my career in the professional tennis industry as a USPTA Certified Tennis pro, a pro shop attendant, racquet stringing technician, and shop manager

Education

2003 - 2006	Austin Community College	Austin Texas
Business Management		

1999-2003	Brentwood Christian School	Austin Texas
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Work experience

2011 - Current	Austin Tennis Center	Austin, Texas
Assistant Manager/Teaching Pro		

- Oversee all office administration
- Janitorial services/ windscreen & minor maintenance
- Junior and adult group/private lesson

2006 -2011	Previous Work Experience	Austin, Texas
Sales Experience		

- Vector Marketing – Cutco Knives
- Gillman Motors – New Car Sales
- MCI- Phone Services
- Protect America – Home Alarm System

Customer Service Experience

- Cashier/Food Prep –J. Kelly’s BBQ
- Pro Shop/Cart Services- Riverside Golf Course
- X-Box – Hart-Hanks
- Cashier – Gateway Theatres
- Cashier – Target Retailer
- Lifeguard – Austin Parks and REcreation

Accreditations and licenses

CPR Certification

Food & Beverage Handler Certification
MVP- May 2004-MCI
Lead Salesman – Target VISA Applications
UPSTA Certification

Summary of qualifications

- Assistant Tennis Coach for over 3 years
- Type 85-90 WPM
- Working knowledge of Pro Shop Operations
- Microsoft and Mac operating systems including Point of Sales systems.

References

Available on Request

Jonathan Ninh

1411 Dexford Dr.

jonathan.ninh@gmail.com

Austin, TX 78753

573-2078

512-

- Education -

The University of Texas at San Antonio– Class of 2016

Associate of Arts: Psychology

- Employment –

February 2012 -

TX

Present

*Assistant Manager- **Chevron Store***

Manor,

. In charge of helping to manage the Gas Station

. In Charge of Inventory check and supplies

. Cashier

*July 2013 - Head Coach – **JDN Tennis Camp***

Austin, TX

August 2013

. 4 week camp, 4 days a week

. Taught the basics and essential fundamentals and match-play

. Beginner to Superchamp level

. Age Group 7-17

- Other Teaching-

Private Tennis Instructor – July 2013

*Youth Volleyball Coach. **HVMCC**. May 2014 - August 2014*

- Achievements -

*Three-time Volleyball IM Champion- Team, Men's & Co-Rec
Champ (USTA), 3-year 1st team All-District*

- Certifications-

. United States Professional Tennis Association, Coach

Part VII. Financial Viability

The Lone Star Tennis Company is a financially viable entity and upon award of the Austin Tennis Center Pro Manager contract will initially set aside an investment of Ten Thousand Dollars (\$10,000) towards upgrade expenses and staff/business overhead.

Because the Lone Star Tennis Company was restructured with the expressed interest in managing the Austin Tennis Center, the past two (2) years financial statements are provided from the proposed Lincoln Ward and Financial Manager, Chris Swenson. *Please see Section iv: Business Officer Financial Statement.*

Part VIII. Non Collusion, Non-Conflict of Interest, and Anti-Lobbying

See City of Austin Proposer's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying for Tennis Pro Manager for the Austin Tennis Center. *Please see Section vi: Certifications and Affidavits.*

Part IX. Local Business Presence

Lone Star Tennis Company is a local business headquartered within the Austin Corporate City Limits at 1807 Coronado Hills Drive, Austin Texas 78752, where full responsibility for managing and coordinating the business activities of the firm are located. In addition, Lone Star Tennis Company currently manages the Austin Tennis Center, located at 7800 Johnny Morris Road, Austin Texas 78724 for the past seven (7) years, and offers the services requested and required under this solicitation.

Please see Section v, Local Business Presence Identification

Part X. Proposal Acceptance Period

Upon the RFP closing date July 30, 2015, this proposal will remain valid for a minimum period of one hundred and eighty (180) days.

Lincoln Ward
Lone Star Tennis Company, Program Director

Part XI. Proprietary Information

Lone Star Tennis Company and Lincoln Ward understand that this proposal will become the property of the City of Austin upon submission and subject to the Texas Open Records Act.

Part XII. Authorized Negotiator

The below listed officer(s) are authorized to negotiate contract terms and render binding decisions on contract matters.

Lone Star Tennis Company Program Director-	Lincoln Ward
Personal Address-	1807 Coronado Hills Drive
	Austin, Texas 78724
Phone #-	(512) 769-6684
E-mail	lincolnward@playatctennis.com

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1PM, one (1) week prior to the bid opening date. Submissions may be made via email to sandy.wirtanen@austintexas.gov, or via fax at (512)974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- 3. **TERM OF CONTRACT:**
 - A. The Contract shall be in effect for an initial term of thirty six (36) months and may be extended thereafter for up to two additional 36-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- 4. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
 - A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

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- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

5. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

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- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
6. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lonnie Lyman

Phone: 512-974-3921

Email: Lonnie.lyman@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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SOLICITATION RFP NO. SLW0501**

SCOPE OF WORK

Description: MANAGEMENT, MAINTENANCE AND OPERATION OF AUSTIN TENNIS CENTER

1.0 Purpose:

The City of Austin, hereinafter referred to as the City, through its Parks and Recreation Department (PARC), seeks proposals from firms or individuals qualified and experienced in tennis facility management to manage operations at the Austin Tennis Center (ATC), a Parks and Recreation facility, located at 7800 Johnny Morris Road, Austin, Texas 78724.

2.0 Background:

Located at 7800 Johnny Morris Road, Austin Texas 78724, the facility includes ten (10) lighted tennis courts, eight (8) lighted Quick Start courts and one lighted backboard. The Pro Shop contains approximately three hundred (300) square feet of retail floor and wall space.

Also included in the facility are the following features:

- Restrooms for men and women
- Storage area with storage container
- Manager's office that doubles as extra storage

3.0 Contractor Qualifications:

- 3.1 The Contractor shall have a minimum of five (5) years of experience in tennis facility management services or equivalent retail facility managerial/programming experience.
- 3.2 The Contractor shall have and maintain certifications for CPR (Cardiopulmonary Resuscitation), First Aid and AED (Automated External Defibrillator) training.

4.0 Contractor Responsibilities:

- 4.1 Contractor shall have the exclusive right to conduct tennis-related activities/lessons and the resulting revenue minus court fees at the facility. Any increase in fees for these services are subject to approval of the City's Contract Manager and not to exceed ten percent (10%) a year. These services include but are not limited to:
- 4.1.1 Private or group lessons (City's court fees will apply)
 - 4.1.2 Leagues (City's court fees will apply)
 - 4.1.3 Tournament scheduling or planning services (City's court fees will apply)
- 4.2 Contractor shall post all programming fees.
- 4.3 Contractor shall operate and manage the facility in a manner consistent with the use of the facilities as a tennis center and City of Austin Tennis Operating Policies (See Attachment "1"). The City reserves the right to make periodic adjustments to the Operating Policies and the Contractor shall adhere to these changes.
- 4.4 Contractor shall provide services or merchandise that directly promotes the use of the facilities as a tennis center. No non-tennis activities will be allowed at the facility without prior written approval of the City's Contract Manager.
- 4.5 Contractor shall not install any amusement devices in the Center without the prior written approval of the City's Contract Manager.
- 4.6 Contractor shall open the Tennis Facility for business daily, except Thanksgiving and Christmas Day (see Attachment 1). Any other scheduling changes will require prior approval from the City's Contract Manager.

- 4.8 Contractor shall hire and train qualified staff. The training, supervision and expense of this staff shall be the responsibility of the Contractor.
- 4.9 Contractor shall maintain (clean and free of debris) the fenced-in area and area within twenty (20) feet of the facility.
- 4.10 Contractor shall provide all custodial services and supplies for the facility. Contractor shall utilize green, or sustainable, cleaning products in the sanitation of the restrooms and common areas.
- 4.11 Contractor shall conduct daily custodial duties, including but not limited to the following:
- 4.11.1 Clean all counter tops and tables
 - 4.11.2 Vacuum/mop all floors designated for business
 - 4.11.3 Empty trash and recycling receptacles in building and on courts
 - 4.11.4 Remove all waste from site to trash containers at street
 - 4.11.5 Clean and sanitize restrooms
 - 4.11.6 Keep grounds free of litter
 - 4.11.7 Clean and organize storeroom
 - 4.11.8 Clean trash and recycling receptacles as needed
 - 4.11.9 General minor maintenance of building and grounds that includes but is not limited to:
 - Replacement of air-condition filters:
 - Replacement/repair of court nets, windscreen and divider netting.
- The aforementioned duties shall be performed as scheduled and repeated at more frequent intervals should weather, use and litter make such repetition necessary to present a clean appearance.
- 4.12 Contractor shall conduct routine maintenance including, but not limited to the following:
- 4.12.1 Replacement / Repair of court nets, windscreens and divider netting.
- 4.13 Contractor shall maintain the tennis courts and facilities in good repair
- 4.14 Contractor shall notify the Contract Manager of needed repairs or replacement of City equipment of facility maintenance beyond routine maintenance within five (5) business days of discovery.
- 4.15 Contractor shall provide a written report to the City's Contract Manager of any needed repairs or suggested alterations or improvements. The Contractor shall not make any structural alterations, repairs, or improvements to the premises, without prior written permission from the City's Contract Manager. Any such alterations made without permission shall be done at the expense of the Contractor. All facility improvements shall become the property of the City at the termination of this contract. The City shall have the right to require the Contractor to restore the property to its original condition at the Contractor's expense. Contractor shall allow no liens to be filed against City property.
- 4.16 Contractor shall conduct customer service and sensitivity training for staff and any new hires and will endeavor to create an open, positive and inviting atmosphere that creates opportunities for new players and opportunities for growing the game of tennis.
- 4.17 Contractor shall maintain detailed procedures for the resolution of customer complaints to be approved by the City.
- 4.18 Contractor shall enforce applicable municipal tennis centers policies and regulations established by the City governing activities for the use of the tennis facility.
- 4.19 Contractor shall make a customer service survey available to all facility customers and provide survey results to the City's Contract Manager upon request.
- 4.20 Contractor shall provide automated external defibrillator AED training for all staff and provide training verification to the City's Contract Manager upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION RFP NO. SLW0501**

- 4.20 Contractor shall be responsible for any and all debts incurred by the operation of the facility.
- 4.21 Contractor shall provide all equipment necessary for the operation of the pro shop. Contractor shall provide a computerized cash register system with the capabilities of providing the City with accurate accounting information for reporting.
- 4.22 Contractor shall monitor the security service and handle all calls associated with this service. The Contractor shall be responsible for any cost associated for false alarms. Should a loss occur of any nature, the City will not be held responsible for any contents, merchandise or cash on hand.
- 4.23 Contractor shall provide and make available an online court reservation system.

5.0 Programming: (Refer to Attachment 1 for hours of operation)

- 5.1 Contractor shall make a minimum of four (4) tennis courts available for lessons and/or clinics weekdays from opening to 6:00 p.m.
- 5.2 Contractor shall make a minimum of two (2) tennis courts available for lessons and/or clinics after 6:00 p.m. until close.

6.0 Concessions:

- 6.1 Contractor shall have the exclusive right to provide concessions at reasonable prices and will retain all resulting revenue. Concessions may include but not limited to the following:
 - 6.1.1 Pre-packaged food and beverages (e.g., candy, chips and soft drinks).
 - 6.1.2 Tennis and/or sports related merchandise.
 - 6.1.3 Customary tennis facility services (e.g., racket stringing services, ball machine .rental).
 - 6.1.4 Other services as approved by the City.

7.0 Operational/Facility Requirements:

- 7.1 Contractor shall conduct business in a manner that reflects positively upon the Contractor and the City.
- 7.2 The Contractor shall comply with all City, County, State and Federal regulations and laws pertaining to the operation of the pro shop. All permits shall be mounted in a conspicuous location.
- 7.3 Advertising: Contractor is permitted and encouraged to engage in reasonable advertising, solicitation, and promotions for tennis related activities in an effort to realize the full potential of the facility. Any such advertising will be at the sole expense of the Contractor. Upon Contract expiration or termination the Contractor shall be responsible for removal of business venture signage at its sole expense.
- 7.4 Environmental Stewardship: Contractor shall promote environmental stewardship by developing and maintaining a recycling program.
- 7.5 Regulatory: Contractor assumes all responsibility for any and all licenses, clearances, permits and other certificates necessary to operate the tennis facility as may be required for Contractor's lawful operation, use, possession and occupancy of the facility. Contractor agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the tennis facility. Contractor shall pay the cost of all license and registration fees and renewals thereof.
- 7.6 No Smoking is allowed in the facility. Contractor shall post no smoking signs and enforce the no smoking ordinance throughout the tennis facility.
- 7.7 Contractor may not use, nor allow any part of the facility to be used for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the facility.

- 7.8 The Contractor shall not allow any of the following:
 - 7.8.1 Any defacing of the building or buildings where physical facilities are located.
 - 7.8.2 Undue Loitering
 - 7.8.3 Objectionable language
 - 7.8.4 Outside storage on the property without prior approval from the City's Contract Manager.

8.0 **City's Responsibilities:**

- 8.1 City will pay all utilities (water/waste water, electricity, and gas).
- 8.2 City will provide security service for the building only.
- 8.3 City will provide a safe environment for tennis players by keeping the facility, courts and fences in good repair.
- 8.4 City will also provide nets, windscreens, benches, and court trash receptacles.
- 8.5 City will make repairs to the lights and building.
- 8.6 City will provide two (2) telephone lines for the Contractor to conduct business. Any additional telephone or computer lines may be added at Pro Manager's expense.
- 8.7 City will provide trash and recycling pick up services.

9.0 **Fees and Recordkeeping Requirements:**

- 9.1 During the term of this agreement, the Contractor shall establish and maintain separate records and accounts from the City, including a separate bank account relating to the operation of the Tennis Facility. Records and accounts shall be subject to the examination and audit by the City, at any time.
- 9.2 The Contractor shall provide to the City's Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to facility income for each year upon request.
- 9.3 The Contractor shall submit to the City's Contract Manager a copy of its quarterly sales tax report upon request.
- 9.4 The City agrees to pay a monthly management fee, to be paid by the 20th of each month beginning the first month of contract. This management fee is to be paid for the initial term of the contract. Upon satisfactory completion of the first term, the City may increase management fee based on contractor performance and fees collected for the City before exercising any further options.
- 9.5 All funds collected (City Council approved fees) and facility sales/lessons will be deposited into a separate bank account from the City's. The Contractor shall be liable to the City for all funds collected until such funds are deposited into the City's bank account. The Contractor will make weekly deposits into the City's bank account using a company/personal check. The City will provide deposit slips for Contractor to deposit all City funds.
- 9.6 Bank receipts of deposits and a record of court rentals, along with City required cash reports, shall be submitted to the City's Contract Manager on weekly basis throughout the term of this agreement. Additional deposits and reporting may be necessary for month or year-end closings. Contractor shall have a cash handling policy for City review and approval.
- 9.7 Historically, ATC has maintained court fee revenues in excess of eight thousand dollars (\$8,000) per year. Failing to meet this minimum standard may result in default of contract. Court fee revenues collected may be used for determining an extension of any further options or an increase of management fee. See Evaluation Standards below.
- 9.8 The City reserves the right to conduct random inspections of the facility to ensure all provisions of the contract are being met and will submit a report of its findings to the Contractor.

**CITY OF AUSTIN
PURCHASING OFFICE
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- 9.9 Any infractions must be corrected within fourteen (14) days unless approved by the City's Contract Manager; such as not opening during the hours set in the policies, customer service complaints, cleanliness, and meeting fire codes, laws and regulations.
- 9.10 The City reserves the right to require Contractor to remove employees or subcontractors if warranted by customer service complaints, misconduct or felony convictions.
- 9.11 All Proposers and proposers' employees will be subject to and pass a "Criminal Background Investigation Report" for a period of the last seven (7) years conducted by PARD Human Resources Department before contract will be awarded.

10.0 Quarterly and Annual Evaluations:

At the year-end evaluation, Contractor is eligible to receive a Productivity Award if Contractor meets requirements and meets or exceeds all evaluation factors for the year.

Productivity Award is defined as 50% of all court fee revenue generated over \$10,000. Awards granted shall not to exceed \$15,000 annually. Example: If annual revenues equal \$20,000, productivity award is calculated using the revenue after \$10,000. The revenue above \$10,000 which equates to \$10,000 will be multiplied by 50% awarding the Contractor \$ 5,000.

A Yes or No rating will be provided to the contractor based on the following criteria:

- 10.1 **Revenue:** Quarterly and Annual revenue will be reviewed against the historical averages shown below in Exhibit A and will include timely reporting of deposits made to the City. The City will use these quarterly baselines as a guideline for reporting and Quarterly Evaluations.
- 10.2 **Customer Service:** A customer service survey shall be made available to all participants of the facility. Surveys or copies of any completed surveys shall be turned in quarterly to the City's Contract Manager. To meet this criteria Contractor shall provide documented resolutions to low scoring surveys or customer service complaints or option plans for resolving issue(s) in the future. The City's Contract Manager shall assess results from Social Media reviews and will utilize them in the customer service evaluation.
- 10.2 **Maximizing Court Usage:** Daily court reservation sheets shall be turned in and reviewed quarterly. To meet this criteria Contractor shall provide possible options, plans and/or solutions for filling underutilized court times.
- 10.3 **Programming:** City will review Contractor's documented efforts regarding programming to include, but not limited to, types/levels and times of programs being offered; number of participants; any partnerships with local associations, groups or schools (e.g., agreements, memorandums of understanding, flyers or programming information for the facility.) Contractor shall provide documentation regarding all efforts to offer a variety of services.
- 10.4 **Evaluation Factors:** Should Contractor not meet the criteria of any of the service areas above, Contractor may be given the opportunity to make corrections at the discretion of the City's Contract Manager. If allowed, corrections must be made within thirty (30) calendar days after the evaluation is completed. A summary of corrective actions shall be provided to the City's Contract Manager. For any corrections that could not be completed, reasons for incomplete action must be included in the summary. Acceptance of explanation is at the discretion of the City's Contract Manager.

11.0 Records and Reports:

Contractor shall maintain a separate accounting and records for its operations. Contractor shall pay all costs and expenses connected with its operations when due. Contractor is to maintain itemized records of all costs incurred and paid, including original invoices. Contractor shall also maintain all personnel files, payroll summaries, copies of payroll tax returns, Account deposit receipts and bank statements. Contractor shall maintain full and accurate records of all operations and receipts, which records shall be in accordance with generally applied accounting principles (GAAP). The City or its authorized agents shall have the right to inspect such books or original entries and other related

books, records or receipts, wherever located, at such reasonable times and as often as may be requested during the term of this Contract and, following the term of this Contract, for a period of three (3) years, or such further time as necessary to complete an audit should an audit last beyond three (3) years after the termination of this Contract for any reason. Records must be kept on City facilities or at some other location mutually agreeable to the parties.

12.0 Monthly Reports:

- 12.1 **Revenue Reports:** Contractor shall use a cash register to enter transactions and provide each customer with a printed receipt. The cash register shall have a grand total started at zero upon daily commencing business and shall print out daily sales totals. Contractor shall submit to City Contract Manager, by the fifth (5th) of each month, the Monthly concession Revenue Report and the cash register tapes from the previous month. Contractor shall retain copies of the cash register tapes for three years after the contract expires.
- 12.2 **Activity Reports:** Contractor shall submit to City Contract Manager no later than the fifth (5th) day of each month a monthly activity/attendance report to be completed on a form provided by Contract Manager.
- 12.3 **Incident Report:** Contractor shall submit to City Contract Manager on a City of Austin standard form no later than the fifth (5th) day of each month
- 12.4 **Customer Survey Report:** Contractor shall submit to City Contract Manager no later than the fifth (5th) day of the month.
- 12.5 **Maintenance Reports:** Contractor shall maintain a written log of all maintenance and services performed in this contract and submit it to the City. The log shall include a record of calls for emergency services as well as any modifications to the pool or changes in equipment and any parts replaced.
- 12.6 **Tax Forms:** Contractor shall provide to Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations), and all other applicable federal tax forms, including Extension forms pertaining specifically to concession business. The form shall be submitted to Contract Manager annually within seven (7) days of filing with the IRS.
- 12.7 **Independent Audit:** Independent certified audits of Contractor's operations shall be submitted to the City by the anniversary date of the contract each year. Contractor shall pay for the Annual Certified Audit out of its independent funds. Contractor may define the scope of the audit and recommend a firm to conduct the audit to be approved by the City. Audits will be conducted by a Certified Public Accountant. The audit report/statements will be submitted to the City directly by the Auditor. A copy of the audit report/statements will be provided to Contractor directly by the Auditor.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from the firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBS/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN. SECTION 0900 OF THE SOLICITATION.

OFFEROR:

Name of Local Firm		Lone Star Tennis Company				
Physical Address		1807 Coronado Hills Drive, Austin Texas 78724				
Is Firm located in the Corporate City Limits? (circle one)		Yes				
Is business at this location for past 5 yrs?		Yes				
Location Type:	Headquarters	Yes		Branch		No

Name of Local Firm		Lone Star Tennis Company @ the Austin Tennis Center				
Physical Address		7800 Johnny Morris Road				
Is Firm located in the Corporate City Limits? (circle one)		Yes				
Is business at this location for past 5 yrs?		Yes				
Location Type:	Headquarters		No	Branch	Yes	

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name Lone Star Tennis Company

1. Company Name Austin Aces, Mylam World Team Tennis
 Name and Title of Contract Kerry Schneider-General Manager
 Present Address 9433 Bee Caves Road Building III Suite 101-A
 City, State, Zip Code Austin, TX 78733
 Telephone (512) 508-3069 Fax Number (512) 870-9438
 Email Address kschneider@austinacestennis.com

2. Company Name Andy Roddick Foundation
 Name and Title of Contract Richard Tagle
 Present Address 8509 FM 969 Building 508,
 City, State, Zip Code Austin, TX 78724
 Telephone (512) 298-1957 Fax Number _____
 Email Address Richard@arfoundation.org

3. Company Name Austin Independent School District Community Ed
 Name and Title of Contract Carole Valdez-Program Administration
 Present Address 1111 West 6th Street
 City, State, Zip Code Austin, texas 78703
 Telephone (512) 414-1700 Fax Number (____) _____
 Email Address carole.valdez@austinisd.org

Solicitation No. RFP TVN0047

4. Company Name Pickle Elementary
Name and Title of Contract Moises Morales- Program Specialist V
Present Address 1101 Wheatley Ave.
City, State, Zip Code Austin, TX 78752
Telephone (512)414-8408 Fax Number(____)
Email Address mmorales@austinisd.org

5. Company Name Ace Austin After School Program
Name and Title of Contract Elisama Aleman-ACE Program Coordinator
Present Address 1101 Wheatley Ave.
City, State, Zip Code Austin, TX 78752
Telephone (512)841-8422 Fax Number(____)
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name Lone Star Tennis Company

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- 1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- 2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Solicitation No. RFP 8600 SLW0501
CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT

FOR TENNIS PRO MANAGER SERVICES

State of Texas

County of Travis

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 2 Revised 12/9/13 Non-Conflict of Interest, and Anti-Lobbying Certification

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.
OFFEROR'S EXPLANATION:

Contractor's Name: Lone Star Tennis Company

Printed
Name:

Lincoln Ward

Title:

Owner, Program Manager

Signature of Officer or Authorized Representative: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: RFP 8600 SLW0501

PROJECT NAME: Austin Tennis Center Management Services

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Lone Star Tennis Company
Company Name

Lincoln Ward-Program Manager
Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: RFP 8600 SLW0501

PROJECT NAME: Austin Tennis Center Management Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Lone Star Tennis Company
Address	1807 Coronado Hills Drive
City, State Zip	Austin, Texas 78724
Phone	512-769-6684
Name of Contact Person	Lincoln Ward
Is Company City Certified	No

I certify that the above information in this No Goal Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Lincoln Ward, Program Director-Lone Star Tennis Company
Name and Title of Authorized representative (Print or Type)

Signature _____

Date _____

Provide a list of all proposed subcontractors/subcontractors/suppliers that will be used in the performance of this Contract.
Attach Faith Efforts documentation if non MBE/WBE firms will be used.

Sun-Contractor/Consultant	N/A
City of Austin Certified	
Vendor ID Code	
Contact Person	
Amount of Subcontract	
List commodity codes & description of services	

Sun-Contractor/Consultant	N/A
City of Austin Certified	
Vendor ID Code	
Contact Person	
Amount of Subcontract	
List commodity codes & description of services	

FOR SMALL MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____

Date _____

Director/Deputy Director _____

Date _____

Business Officer Financial Statement

Lone Star Tennis Company was recently organized with the goal of acquiring the Pro Manager of the Austin Tennis Center contract. Due to this fact, two years of financial statements are unavailable. In substitution, a current snapshot of Lone Star Tennis Company, Program Manager, Lincoln Ward and Business/Financial manager, Chris Swenson's current bank statements are provided. Chris alone has over three million dollars (\$3,000,000.00) in liquid assets as seen in the statement provided and over ten million dollars (\$10,000,000.00) in investments.

LONE STAR TENNIS CO
122 LAKESIDE CIR
DEL VALLE TX 78617

MAIL CODE
Branch 5

97673 449-39-2180 1
01JUN15 30JUN15

We hereby certify that this is a true and
correct copy of the original instrument.
Greater TEXAS Federal Credit Union

S1 SHARE A/C - REGULAR SHARES/SAVINGS

(Joint with LINCOLN R WARD, ELISAMA ALEMAN)

JUN1	Previous Balance		5.00
JUN16	DEPOSIT TR#964	15000.00	15005.00
JUN25	T'FER TO 97673S8	3000.00	12005.00
	REMOTE BANKING		
JUN28#	T'FER TO 97673S8	1900.00	10105.00
#	REMOTE BANKING		
JUN30	DIVIDEND CREDIT	0.28	10105.28
JUN30	Annual Percentage Yield Earned: 0.05%		
JUN30	For the 91 day period.		
JUN30	Closing Date...New Balance		10105.28

S8 SHARE A/C - SHARE DRAFT/CHECKING

(Joint with LINCOLN R WARD, ELISAMA ALEMAN)

JUN1	Previous Balance		-575.32
JUN1	Groupon 5413/Groupon Pa/150531/CCD	1.56	-573.76
JUN2	ACH INSUFFICIENT FUNDS		
JUN2	RET ACH FEE AUTHNET GATEWAY AMT 17.95	25.00	-598.76
JUN4	Groupon 5447/Groupon Pa/150603/CCD	42.05	-556.71
JUN5	Groupon 5459/Groupon Pa/150604/CCD	78.78	-477.93
JUN8	GROUPON INC/PAYMENTS/150604/CCD	52.19	-425.74
JUN11	Groupon 5512/Groupon Pa/150610/CCD	81.47	-344.27
JUN11#	Overdraft Privilege Fee Debit Card	25.00	-369.27
JUN11#	DEBIT PURCHASE	115.00	-484.27
#	CAPITAL MUSIC CENTER 512-458-1933		
#	TX516320286000 00145665 Jun 11		
JUN12	Groupon 5523/Groupon Pa/150611/CCD	54.56	-429.71
JUN15	Groupon 5534/Groupon Pa/150612/CCD	93.19	-336.52
JUN15	Groupon 5545/Groupon Pa/150614/CCD	26.82	-309.70
JUN15	Groupon 5545/Groupon Pa/150614/CCD	6.64	-303.06
JUN17	AUTHNET GATEWAY/BILLING/061715/CCD	27.95	-331.01
JUN17	Overdraft Privilege Fee ACH	25.00	-356.01
JUN17	CHECK DEPOSIT	6000.00	5643.99
JUN17#	DEBIT PURCHASE	22.44	5621.55
#	MISSION RESTAURANT SUPP AUSTIN TX		
#	516827001708 00763845 Jun 17		
JUN18	DEBIT PURCHASE	763.22	4858.33
	SPRINT *WIRELESS 800-639-6111 KS		
	516924000117 VBASE2 Jun 18		
JUN18	DEBIT PURCHASE	230.47	4627.86
	ATT*BILL PAYMENT 800-288-2020 TX		
	516921000122 VBASE2 Jun 18		
JUN18	CASH WITHDRAWAL	500.00	4127.86
JUN18	TRANSFER FROM 97673 S8 TO 3209136 S1 AND 3209135 S1	1000.00	3127.86
JUN18	INSTANT ISSUE FEE	10.00	3117.86
JUN18	POS PURCHASE	109.94	3007.92
	TARGET T1817 AUSTIN AUSTIN TX		
	007882 18170088 Jun 18 @ 5:22pm		
JUN17#	DEBIT PURCHASE	198.90	2809.02
#	ALPHA SPORTS 512-250-1499 TX		
#	516922980001 VBASE2 Jun 17		
JUN18#	DEBIT PURCHASE	13.48	2795.54

Continued on page 2

LONE STAR TENNIS CO
122 LAKESIDE CIR
DEL VALLE TX 78617

MAIL CODE
Branch 5

97673 449-39-2180 2

01JUN15 30JUN15

(continued)

#	MT PLAYMORE AUSTIN TX			
#	517020000582 VBASE2 Jun 18			
18#	DEBIT PURCHASE	31.12		2764.42
#	CAPITAL MUSIC CENTER AUSTIN TX			
#	517026286000 00145665 Jun 18			
19	SHARE DRAFT NO. 1763	306.00		2458.42
19	SHARE DRAFT NO. 1764	314.00		2144.42
19#	DEBIT PURCHASE	203.48		1940.94
#	STRAIT MUSIC COMPANY AUSTIN TX			
#	517126286003 00207254 Jun 19			
20#	POS PURCHASE	206.07		1734.87
#	TARGET T0095 AUSTIN Austin TX			
#	009327 00950076 Jun 20 @ 6:05pm			
21#	DEBIT PURCHASE	19.47		1715.40
#	Amazon.com AMZN.COM/BILL WA			
#	517226000525 VBASE2 Jun 21			
20#	DEBIT PURCHASE	14.16		1701.24
#	BILL MILLER BBQ #35 AUSTIN TX			
#	517220286934 05551934 Jun 20			
20#	DEBIT PURCHASE	110.00		1591.24
#	SLEIMAN WEIGHT LOSS CTR 512-6174142			
#	517227900010 71989099 Jun 20			
21#	POS PURCHASE	12.64		1578.60
#	RANDALLS STORE 2 AUSTIN TX			
#	000001102149 24820005			
#	Jun 21 @ 1:41pm			
21#	DEBIT PURCHASE	151.54		1427.06
#	Amazon.com AMZN.COM/BILL WA			
#	517228000804 VBASE2 Jun 21			
22	Groupon 5599/Groupon Pa/150619/CCD		14.50	1441.56
22	Groupon 5610/Groupon Pa/150621/CCD		41.04	1482.60
22	POS PURCHASE	2.98		1479.62
	HEB #639 AUSTIN TX			
	000000022260 28192101			
	Jun 22 @ 9:55am			
22#	POS PURCHASE	251.58		1228.04
#	HEB #639 AUSTIN TX			
#	000000091408 28192101			
#	Jun 22 @ 11:41pm			
21#	DEBIT PURCHASE	58.48		1169.56
#	DAVE & BUSTERS #21 AUSTIN TX			
#	517321072005 VBASE2 Jun 21			
21#	DEBIT PURCHASE	17.95		1151.61
#	DAVE & BUSTERS #21 AUSTIN TX			
#	517327072005 VBASE2 Jun 21			
21#	DEBIT PURCHASE	10.00		1141.61
#	DAVE & BUSTERS #21 AUSTIN TX			
#	517325072005 VBASE2 Jun 21			
23	Groupon 5620/Groupon Pa/150622/CCD		7.67	1149.28
23	TOYSRUS CC/TRU EPAY/062115/WEB	100.00		1049.28
24	Groupon 5631/Groupon Pa/150623/CCD		7.67	1056.95
24	POS PURCHASE	72.39		984.56
	Wal-Mart Super C AUSTIN (N) TX			
	517509942898 11850047			
	Jun 24 @ 2:09pm			
24	POS PURCHASE	35.69		948.87
	ACADEMY SPORTS #26 AUSTIN TX			

Continued on page 3

LONE STAR TENNIS CO
122 LAKESIDE CIR
DEL VALLE TX 78617

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Branch 5

97673 449-39-2180 3
01JUN15 30JUN15

(continued)

517519512927 06384062

Jun 24 @ 2:35pm

24	ATM WITHDRAWAL	40.00	908.87
	6411 NORTH LAMAR BLVD AUSTIN TX		
	000000006792 508220 Jun 24 @ 3:07pm		
24	DEBIT PURCHASE	29.88	878.99
#	FEDEXOFFICE 00001156 AUSTIN TX		
#	517521069500 02P Jun 24		
25	POS PURCHASE	38.62	840.37
	Wal-Mart Super C AUSTIN (N) TX		
	517685751792 11850009		
	Jun 25 @ 7:32am		
24	DEBIT PURCHASE	75.78	764.59
#	FIVE BELOW 1113 AUSTIN TX		
#	517623100201 20175567 Jun 24		
25	T'FER FROM 97673S1	3000.00	3764.59
	REMOTE BANKING		
26	Groupon 5654/Groupon Pa/150625/CCD	113.18	3877.77
26	GROUPON INC/PAYMENTS/150625/CCD	126.72	4004.49
26	DEBIT PURCHASE	33.16	3971.33
#	FEDEXOFFICE 00001156 AUSTIN TX		
#	517720069500 02P Jun 26		
27	POS PURCHASE	15.22	3956.11
#	EXXONMOBIL CEDAR CR TX		
#	345357 DF35 Jun 27 @ 5:11pm		
26	DEBIT PURCHASE	9.33	3946.78
#	MCDONALD'S F11354 AUSTIN TX		
#	517825710044 1 Jun 26		
28	T'FER FROM 97673S1	1900.00	5846.78
#	REMOTE BANKING		
28	POS PURCHASE	144.54	5702.24
#	SAMS CLUB #8259 AUSTIN TX		
#	690528 82590006 Jun 28 @ 5:33pm		
28	DEBIT PURCHASE	48.00	5654.24
#	SERRANOS AUSTIN TX		
#	518023000227 VBASE2 Jun 28		
29	POS PURCHASE	31.51	5622.73
	Wal-Mart Super C AUSTIN (N) TX		
	518045741304 11850015		
	Jun 29 @ 6:47am		
29	Groupon 5665/Groupon Pa/150626/CCD	7.67	5630.40
29	POS PURCHASE	34.54	5595.86
	CVS 06895 Austin TX		
	019851 30689501 Jun 29 @ 1:21pm		
29	POS PURCHASE	7.99	5587.87
	WALGREENS 6812 N LAMAR AUSTIN TX		
	518100648721 IN3045 Jun 29 @ 7:12pm		
29	SHARE DRAFT NO. 1696	259.45	5328.42
29	POS PURCHASE	29.62	5298.80
	STEP IN GROCERY AUSTIN TX		
	000000685447 00049101		
	Jun 29 @ 7:28pm		
29	DEBIT PURCHASE	12.38	5286.42
#	DAIRY QUEEN #13826 AUSTIN TX		
#	518120206888 00387302 Jun 29		
29	DEBIT PURCHASE	9.05	5277.37
#	MCDONALD'S F14128 AUSTIN TX		

Continued on page 4

VIII. Letters of Endorsement

***Please see hard copy documents below for Letters of Endorsement.
Endorsement letters were not available in electronic format.***



8105 Exchange Drive
Austin, TX 78754
www.texas.usta.com

7/31/2008

To Whom It May Concern,

This letter is in reference to the support of Lincoln Ward for the tennis manager position at the new tennis center in Austin, Texas.

Lincoln has been a fixture with the Austin tennis scene for many years and has done much for our community with regards to providing athletic opportunities for children and families to have fun and stay fit together.

To my knowledge, he has always approached his endeavors with great passion and would be a great fit for this tennis management position. In addition, Lincoln has been a positive part of our USTA programs in the Austin/Central Texas area for as long as I can remember and to has done an excellent job throughout that time.

If you would like to speak with me personally regarding my thoughts on Lincoln and his involvement in USTA tennis programs, please contact me with the information provided below.

Thank you,

Mike Carter
Director of Community Development
USTA Texas Section
512/443-1334 ext 207
mcarter@texas.usta.com

PRESIDENT

Ben Eshleman
105 Exchange Dr.
Austin, TX 78754
512-888-6688

**VICE PRESIDENT
ADMINISTRATION**

Loria Dial
2522 W. Pebble Beach
Missouri City, TX 77459
281-261-8640

**VICE PRESIDENT
RECREATIONAL TENNIS**

Alfredo Trevino, Jr., MD
1006 E. Hillside Rd. Suite 1
Laredo, TX 78041
56-724-7179

**VICE PRESIDENT
COMPETITIVE TENNIS**

Robert Rubel
6534 McCommas Blvd.
Dallas, TX 75214
214-648-6066

SECRETARY

Joyce W. Dreslin
1916 Briarcrest Ln.
Huntington, TX 76012
817-261-0939

TREASURER

Jan Barta
2205 Pistachio Dr.
Living, TX 75063
972-401-4757

USTA DELEGATE

USTA NOMINATING COMMITTEE

Lars Rosene
105 Exchange Dr.
Austin, TX 78754
72-832-8707

CHAIRPERSON,

NOMINATING COMMITTEE

Carol Weider
4101 Avenue F
Austin, TX 78751
512-459-6205

EXECUTIVE DIRECTOR

Ken McAllister
12-443-1334 x. 201
Kmcallister@texas.usta.com



ANDY RODDICK FOUNDATION

July 30, 2015

Dear sir/madam,

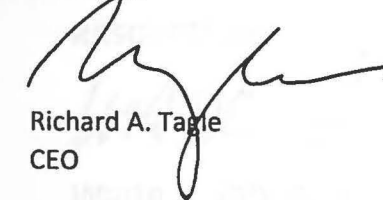
My name is Richard Tagle and I am the Chief Executive Officer of the Andy Roddick Foundation. I am writing this letter in support/recommendation of Lincoln Ward for an extension of concession for the Austin Tennis Center.

Mr. Ward has effectively managed and coordinated a summer sports program, in collaboration with other sports-based organization in the community, that we supported by the Foundation. Its goal was to provide an opportunity for elementary and middle school-age children to be exposed to and introduced to a wide array of sports activities over a four week period. These sports included tennis, golf, and soccer.

We saw a great opportunity to maximize the use of the Austin Tennis Center this summer and was pleased with how the program was implemented. The facility was well-maintained, clean, safe, and welcoming.

The mission and work performed by Mr. Ward deserves utmost praise. He is a great ambassador for the game of tennis and for the East Austin community. He truly cares about the families and children the Austin Tennis Center serves and will serve in the future. With the appropriate programming and consistency, I believe that Austin Tennis Center under the guidance of Lincoln Ward will be one of the premier public tennis facilities in the city of Austin.

Sincerely,



Richard A. Tagle
CEO

Celebrating 15 years of expanding opportunities for young people.

8509 FM 969, Bldg. 509, Austin, TX 78724

| 512.298.1960

| www.arfoundation.org



Austin Independent School District

Interscholastic Athletics

3200 Jones Road, Austin, Texas 78745

Athletic Office (512) 414-1050 Fax (512) 414-0469

Delco Activirty Center: (512) 841-8331 Fax (512) 841-8335



To Whom It May Concern:

My name is Wade Johnston. I am the Middle School Area Athletic Coordinator for the Austin Independent School District. I am writing this letter in support of Lincoln Ward as the Director of the Austin Tennis Center. Over the past 7 years, he has been extremely organized and easy to work with in regards to the Austin Independent School District scheduling and programming. I especially find his ability convenient to answer my reservation needs immediately whenever I call instead of needing to check and respond at a later date. I have found it easy to communicate with Lincoln in regard to changes that arise. His community development initiatives including free high school and middle school coach's clinics have become highly relied upon by AISD coaches. It is my sincere hope that I, along with the Austin Independent School District, can continue collaborating with the Austin Tennis Center through the direction of Lincoln Ward.

Respectfully,

Wade L. Johnston, Area Athletic Coordinator, Middle Schools

Darija Klaic
Dklaic@hotmail.com
(512) 844-0128

July 9, 2011

To whom it may concern,

Dear sir/madam,

Lincoln Ward

My name is Darija Klaic and I am writing this letter in support/recommendation of Lincoln Ward for an extension of concession for the Austin Tennis Center that was awarded to him in 2008??. During the 9.5 years at the University of Texas at Austin I have developed relationships within local, regional, national and international tennis communities. While at UT I was a part of numerous initiatives involving tennis with the purpose of getting people active and involved with the sport. I believe that my mission to contribute to the quality of life of the local population directly coincides with work of Mr. Ward's.

Most recently, I worked with Mr. Ward during a sports camp for underprivileged youth he directed. The camp was held at the beautiful Austin Tennis Center. Financially (and otherwise) the camp was supported by the Andy Roddick Foundation, whom I represented. I quickly learned that Mr. Ward's dedication goes well beyond the care for the children. The facility itself looked meticulously clean at all times. The customer (resident) service I witnessed was of the highest grade. With the rapid expansion of the city and population growth migration will eventually bring more people to Northeast Austin and the Austin Tennis Center. I cannot think of a better fit than Mr. Ward being at the helm of the Austin Tennis Center in representing the city and the community of East Austin.

The mission and work performed by Mr. Ward deserves utmost praise. He is a great ambassador for the game of tennis and for the East Austin community. He truly cares about the families and children the Austin Tennis Center serves and will serve in the future. With the appropriate programming and consistency, I believe that Austin Tennis Center under the guidance of Lincoln Ward will be one of the premier public tennis facilities in the city of Austin.

Thank you very much.

Sincerely,

Darija Klaic

July 9, 2015

To whom it may concern:

I've had the privilege over the last 4 years of working on many occasions with Lincoln Ward, Director of Tennis at Austin Tennis Center. Lincoln has always been extremely accommodating, cooperative, and friendly when hosting various tennis events at the tennis center. He is careful to provide all of the amenities a tennis player may desire.

In my time working with Lincoln, he has always been open to new ideas. He has embraced the USTA 10 and Under Tennis movement, and has done well to grow his numbers using this system. Lincoln's "Glow Tennis" events are cutting-edge in the tennis industry, and with these events, he is growing the game of tennis in a new, unique way.

Lincoln has done a terrific job of reaching out to the community to provide tennis opportunities to those who wouldn't normally have them. He has provided programming for schools, organizations such as the Andy Roddick Foundation and the Boys and Girls Clubs, and outreach programs such as the Central Texas Tennis Association and the National Junior Tennis and Learning (NJTL) program.

Please take this letter into consideration when the Austin Tennis Center contract is up for bid. Lincoln Ward is an asset to the Austin tennis community.

Professionally,

Carrie Hale

USTA Texas Tennis Service Representative
chale@texas.usta.com

July 29, 2015

To Whom It May Concern,

It is with pleasure that I submit this letter of support for the renewal of Lincoln Ward's contract as tennis manager for the Austin Tennis Center (ATC).

I have utilized the facilities at ATC for a number of years. During that time, I have witnessed Lincoln's unwavering commitment in making ATC a fixture of the surrounding community. Under Lincoln's guidance, ATC provides quality tennis programs for both beginner and advanced tennis players. ATC's junior program has played a major part in introducing the game of tennis to countless kids 10 and under in the community who may not otherwise experience and learn to love the game.

Anyone who comes in contact with Lincoln quickly realizes his knowledge and passion for the tennis. I believe under Lincoln's leadership and management, ATC will continue to provide high quality USTA tennis programs in the future.

Please feel free to contact me if you have any questions.

Sincerely,



Lemuel Price
Local Tennis Player
Markusp512@sbcglobal.net

